

<b>SOLICITATION, OFFER, AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 386		
2. CONTRACT NUMBER HSBP1013D00022		3. SOLICITATION NUMBER HSBP1012R0020		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 03/16/2012		
6. REQUISITION/PURCHASE NUMBER 0020067677								
7. ISSUED BY DHS - Customs & Border Protection Department of Homeland Security 1300 Pennsylvania Ave, NW Procurement Directorate - NP 1310 Washington DC 20229		8. ADDRESS OFFER TO (if other than item 7) 1300 Pennsylvania Ave, NW Procurement Directorate - NP 1310 Washington DC 20229						
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".								
<b>SOLICITATION</b>								
9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in SEE PROVISION L.18 until 4:30PM local time 04/20/2012 (City) (Hour) (Date)								
CAUTION - LATE Submission, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.								
10. FOR INFORMATION CALL:		A. NAME: (b) (6)		B. TELEPHONE (Include area code) (NO COLLECT CALLS) (b) (6)		C. EMAIL ADDRESS (b) (6)		
<b>11. TABLE OF CONTENTS</b>								
(X)	SEC.	DESCRIPTION		PAGE (S)	(X)	SEC.	DESCRIPTION	
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X	A	SOLICITATION/CONTRACT FORM			X	I	CONTRACT CLAUSES	
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT			X	J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING			PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE			X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE			X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA			X	M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS						
<b>OFFER (Must be fully completed by offeror)</b>								
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.								
In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.								
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS (%) N/A		20 CALENDAR DAYS (%) N/A		30 CALENDAR DAYS (%) N/A		
		CALENDAR DAYS (%) N/A						
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.		DATE		AMENDMENT NO.		
		A0001; A0002; A0003; A0004		3/28/12; 4/13/12; 4/19/12; 4/27/12		A0008; A0009; A0010; A0011;		
		A0005; A0006; A0007		5/9/12; 6/6/12; 6/21/12		A0012; A0013; A0014; A0015		
15A. NAME AND ADDRESS OF OFFEROR G4S Secure Solutions (USA) Inc. 1395 University Boulevard Jupiter, FL 33458		CODE		FACILITY CODE		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) (b) (6) Vice President, Government Services		
15B. TELEPHONE NO. (Include area code) (b) (6)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE				18. OFFER DATE 05/24/13		
<b>AWARD (To be completed by Government)</b>								
19. ACCEPTED AS TO ITEMS NUMBERED All Proposed Items		20. AMOUNT (b) (4)		21. ACCOUNTING AND APP To be determined on a task order basis				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) Task orders		ITEM				
24. ADMINISTERED BY (If other than item 7) CODE		25. PAYMENT WILL BE MADE BY CODE		DHS/ U.S. Customs and Border Protection National Finance Center/ Commercial Accounts Indianapolis, Indiana 46268				
NAME OF CONTRACTING OFFICER (Type or print) Kerri A. Bishop		27. (b) (6)		28. AWARD DATE 8/22/13				
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is unusable								

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**SECTION A SOLICITATION/CONTRACT FORM**

See Page 1 (SF 33)

## SECTION B SUPPLIES OR SERVICES & PRICES OR COSTS

### B.1 SCHEDULE OF SUPPLIES/SERVICES

This is an Indefinite Delivery Indefinite Quantity (IDIQ) contract with Fixed Price and Time & Materials CLINs for the purchase of Transportation, Medical Escort, and Guard Services along the Southwest Border. The Contractor shall perform the work as set forth in the Performance Work Statement, Quality Assurance Plan, and Work Statements as specifically described in individual delivery orders. Delivery Orders issued under this contract shall be issued on a Fixed-Price (FP) and Fixed Unit Price basis. Task orders and/or written authorizations applicable to the T&M CLINS shall be issued at the Unit Prices contained in the Schedule. The total amount of hours and/or material for each T&M task order or authorization shall be determined, as applicable, for each Surge/Flex requirement. All T&M Labor Rates shall be proposed as fully burdened rates.

SECTION B: SCHEDULE OF SUPPLIES/SERVICES					
Base Year (One year from date of award)					
CLIN#	Item Description	EST QUANTITY	UNIT	UNIT PRICE/RATE	TOTAL
1.0	Mission Support Base - Fixed-Price Weekly Operational Rate (All Labor/ Vehicles/Equipment/ Supplies/ Fleet Operations & Maintenance (excluding fuel)) in accordance with PWS <u>Appendices A - C</u>				
1.1	Del Rio (DRT)	(b) (4)			
1.2	El Paso (EPT)				
1.3	Laredo (LRT)				
1.4	Rio Grande Valley (RGV)				
1.5	San Diego (SDC)				
1.6	Tucson (TCA)				
1.7	Yuma (YUM)				
CLIN 1.0 TOTAL PRICE:				\$	(b) (4)

CLIN#	Item Description	EST QUANTITY (NTE)	UNIT	UNIT PRICE/RATE	TOTAL
	<i>Labor Surge/Flex</i>				
2.0	<i>Vehicle Surge/Flex</i>				
	<i>[Time]</i>				
2.1	<i>Transport Labor Surge/Flex (reference PWS Sections 4.12.3)</i>	(b) (4)	HOURS		
2.1.1	Del Rio (DRT)				
2.1.1.1	Transportation Officer	TBD	HOURS		
2.1.1.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
2.1.2	El Paso (ELP)				
2.1.2.1	Transportation Officer	TBD	HOURS		
2.1.2.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
2.1.3	Laredo (LRT)				
2.1.3.1	Transportation Officer	TBD	HOURS		
2.1.3.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
2.1.4	Rio Grande Valley (RGV)				
2.1.4.1	Transportation Officer	TBD	HOURS		
2.1.4.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
2.1.5	San Diego (SDC)				
2.1.5.1	Transportation Officer	TBD	HOURS		
2.1.5.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
2.1.6	Tucson (TCA)				
2.1.6.1	Transportation Officer	TBD	HOURS		
2.1.6.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
2.1.7	Yuma (YUM)				
2.1.7.1	Transportation Officer	TBD	HOURS		
2.1.7.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
2.2	<i>Vehicles Surge/Flex</i>	(b) (4)	HOURS		
2.2.1	Low Capacity	TBD	HOURS		
2.2.2	Medium Capacity	TBD	HOURS		
2.2.3	High Capacity	TBD	HOURS		

		EST			
CLIN#	Item Description	QUANTITY (NTE)	UNIT	UNIT PRICE/RATE	TOTAL
3.0	<i>MTRT [Materials-pre-approved vehicle maintenance contingencies and any cross-state licensing requirements] (reference PWS Section 4.12.4)</i>	NTE	~	~	
					\$ (b) (4)
4.0	Travel [Materials]	NTE	~	~	
					\$ (b) (4)
5.0	<i>Fuel [Materials] (vendors are encouraged to provide optional fuel consumption reduction/greenhouse gas minimizing proposals (i.e. show how average fuel cost per mile traveled may be reduced. Vendors shall use \$3.50/gal as the average cost per gallon for their calculations) (reference the PWS and Evaluation Criteria (Section M))</i>	NTE	~	~	\$ (b) (4)
6.0	<i>Transition Plan---Fixed Price (See PWS Section 6.1 and Provision L.12 for this Requirement)</i>	1	E	(b) (4)	





CLIN#	Item Description	EST QUANTITY (NTE)	UNIT	UNIT PRICE/RATE	TOTAL
8.0	<i>Labor Surge/Flex Vehicle Surge/Flex [Time]</i>				
8.1	<i>Transport Labor Surge/Flex (reference PWS Section 4.12.3)</i>	(b) (4)	HOURS		
8.1.1	Del Rio (DRT)				
8.1.1.1	Transportation Officer	TBD	HOURS		
8.1.1.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
8.1.2	El Paso (ELP)				
8.1.2.1	Transportation Officer	TBD	HOURS		
8.1.2.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
8.1.3	Laredo (LRT)				
8.1.3.1	Transportation Officer	TBD	HOURS		
8.1.3.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
8.1.4	Rio Grande Valley (RGV)				
8.1.4.1	Transportation Officer	TBD	HOURS		
8.1.4.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
8.1.5	San Diego (SDC)				
8.1.5.1	Transportation Officer	TBD	HOURS		
8.1.5.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
8.1.6	Tucson (TCA)				
8.1.6.1	Transportation Officer	TBD	HOURS		
8.1.6.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
8.1.7	Yuma (YUM)				
8.1.7.1	Transportation Officer	TBD	HOURS		
8.1.7.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
8.2	<i>Vehicles Surge/Flex</i>	(b) (4)	HOURS		
8.2.1	Low Capacity	TBD	HOURS		
8.2.2	Medium Capacity	TBD	HOURS		
8.2.3	High Capacity	TBD	HOURS		

		EST			
CLIN#	Item Description	QUANTITY	UNIT	UNIT PRICE/RATE	TOTAL
		(NTE)			
9.0	<i>MTRT [Materials-pre-approved vehicle maintenance contingencies and any cross-state licensing requirements](reference PWS Section 4.12.4)</i>	NTE	~	~	
					\$ (b) (4)
10.0	Travel [Materials]	NTE	~	~	
					\$ (b) (4)
	<i>Fuel [Materials] (vendors are encouraged to provide optional fuel consumption reduction/greenhouse gas minimizing proposals (i.e. show how average fuel cost per mile traveled may be reduced. Vendors shall use \$3.50/gal as the average cost per gallon for their calculations) (reference the PWS and Evaluation Criteria (Section M))</i>	NTE	~	~	\$ (b) (4)
11.0					

	Option Year Two (One year from Option Year One end date)				
		EST			
CLIN#	Item Description	QUANTITY	UNIT	UNIT PRICE/RATE	TOTAL
12.0	Mission Support Base - Fixed-Price Weekly Operational Rate (All Labor/ Vehicles/Equipment/ Supplies/ Fleet Operations & Maintenance (excluding fuel)) in accordance with PWS <u>Appendices A - C</u>				
12.1	Del Rio (DRT)	(b) (4)			
12.2	El Paso (EPT)				
12.3	Laredo (LRT)				
12.4	Rio Grande Valley (RGV)				
12.5	San Diego (SDC)				
12.6	Tucson (TCA)				
12.7	Yuma (YUM)				
		CLIN 12.0 TOTAL PRICE:			\$ (b) (4)

CLIN#	Item Description	EST QUANTITY (NTE)	UNIT	UNIT PRICE/RATE	TOTAL
	<i>Labor Surge/Flex</i>				
13.0	<i>Vehicle Surge/Flex</i>				
	<i>[Time]</i>				
13.1	<i>Transport Labor Surge/Flex (reference PWS Section 4.12.3)</i>	(b) (4)	HOURS		
13.1.1	Del Rio (DRT)				
13.1.1.1	Transportation Officer	TBD	HOURS		
13.1.1.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
13.1.2	El Paso (ELP)				
13.1.2.1	Transportation Officer	TBD	HOURS		
13.1.2.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
13.1.3	Laredo (LRT)				
13.1.3.1	Transportation Officer	TBD	HOURS		
13.1.3.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
13.1.4	Rio Grande Valley (RGV)				
13.1.4.1	Transportation Officer	TBD	HOURS		
13.1.4.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
13.1.5	San Diego (SDC)				
13.1.5.1	Transportation Officer	TBD	HOURS		
13.1.5.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
13.1.6	Tucson (TCA)				
13.1.6.1	Transportation Officer	TBD	HOURS		
13.1.6.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
13.1.7	Yuma (YUM)				
13.1.7.1	Transportation Officer	TBD	HOURS		
13.1.7.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
13.2	<i>Vehicles Surge/Flex</i>	(b) (4)	HOURS		
13.2.1	Low Capacity	TBD	HOURS		
13.2.2	Medium Capacity	TBD	HOURS		
13.2.3	High Capacity	TBD	HOURS		

		EST			
CLIN#	Item Description	QUANTITY (NTE)	UNIT	UNIT PRICE/RATE	TOTAL
	<i>MTRT [Materials-pre-approved vehicle maintenance contingencies and any cross-state licensing requirements](reference PWS Section 4.12.4)</i>	NTE	~	~	
14.0					\$ (b) (4)
		NTE	~	~	
15.0	Travel [Materials]				\$ (b) (4)
	<i>Fuel [Materials] (vendors are encouraged to provide optional fuel consumption reduction/greenhouse gas minimizing proposals (i.e. show how average fuel cost per mile traveled may be reduced. Vendors shall use \$3.50/gal as the average cost per gallon for their calculations)</i>	NTE	~	~	\$ (b) (4)
16.0					
	<i>(reference the PWS and Evaluation Criteria (Section M))</i>				



CLIN#	Item Description	EST QUANTITY (NTE)	UNIT	UNIT PRICE/RATE	TOTAL
	<i>Labor Surge/Flex</i>				
18.0	<i>Vehicle Surge/Flex</i>				
	<i>[Time]</i>				
18.1	<i>Transport Labor Surge/Flex (reference PWS Section 4.12.3)</i>	(b) (4)	HOURS		
18.1.1	Del Rio (DRT)				
18.1.1.1	Transportation Officer	TBD	HOURS		
18.1.1.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
18.1.2	El Paso (ELP)				
18.1.2.1	Transportation Officer	TBD	HOURS		
18.1.2.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
18.1.3	Laredo (LRT)				
18.1.3.1	Transportation Officer	TBD	HOURS		
18.1.3.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
18.1.4	Rio Grande Valley (RGV)				
18.1.4.1	Transportation Officer	TBD	HOURS		
18.1.4.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
18.1.5	San Diego (SDC)				
18.1.5.1	Transportation Officer	TBD	HOURS		
18.1.5.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
18.1.6	Tucson (TCA)				
18.1.6.1	Transportation Officer	TBD	HOURS		
18.1.6.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
18.1.7	Yuma (YUM)				
18.1.7.1	Transportation Officer	TBD	HOURS		
18.1.7.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
18.2	<i>Vehicles Surge/Flex</i>	(b) (4)	HOURS		
18.2.1	Low Capacity	TBD	HOURS		
18.2.2	Medium Capacity	TBD	HOURS		
18.2.3	High Capacity	TBD	HOURS		

(b) (4)



CLIN#	Item Description	EST QUANTITY (NTE)	UNIT	UNIT PRICE/RATE	TOTAL
19.0	<i>MTRT [Materials-pre-approved vehicle maintenance contingencies and any cross-state licensing requirements](reference PWS Section 4.12.4)</i>	NTE	~	~	\$ (b) (4)
20.0	Travel [Materials]	NTE	~	~	\$ (b) (4)
21.0	<i>Fuel [Materials] (vendors are encouraged to provide optional fuel consumption reduction/greenhouse gas minimizing proposals (i.e. show how average fuel cost per mile traveled may be reduced. Vendors shall use \$3.50/gal as the average cost per gallon for their calculations) (reference the PWS and Evaluation Criteria (Section M))</i>	NTE	~	~	\$ (b) (4)

Option Year Four (One year from Option Year Three end date)					
CLIN#	Item Description	EST QUANTITY	UNIT	UNIT PRICE/RATE	TOTAL
22.0	Mission Support Base - Fixed-Price Weekly Operational Rate (All Labor/ Vehicles/Equipment/ Supplies/ Fleet Operations & Maintenance (excluding fuel)) in accordance with PWS <u>Appendices A - C</u>				
22.1	Del Rio (DRT)	(b) (4)			
22.2	El Paso (EPT)				
22.3	Laredo (LRT)				
22.4	Rio Grande Valley (RGV)				
22.5	San Diego (SDC)				
22.6	Tucson (TCA)				
22.7	Yuma (YUM)				
CLIN 22.0 TOTAL PRICE			\$ (b) (4)		

CLIN#	Item Description	EST QUANTITY (NTE)	UNIT	UNIT PRICE/RATE	TOTAL
	<i>Labor Surge/Flex</i>				
<b>23.0</b>	<i>Vehicle Surge/Flex</i>				
	<i>[Time]</i>				
<b>23.1</b>	<i>Transport Labor Surge/Flex (reference PWS Section 4.12.3)</i>	(b) (4)	HOURS		
23.1.1	Del Rio (DRT)				
23.1.1.1	Transportation Officer	TBD	HOURS		
23.1.1.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
23.1.2	El Paso (ELP)				
23.1.2.1	Transportation Officer	TBD	HOURS		
23.1.2.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
23.1.3	Laredo (LRT)				
23.1.3.1	Transportation Officer	TBD	HOURS		
23.1.3.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
23.1.4	Rio Grande Valley (RGV)				
23.1.4.1	Transportation Officer	TBD	HOURS		
23.1.4.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
23.1.5	San Diego (SDC)				
23.1.5.1	Transportation Officer	TBD	HOURS		
23.1.5.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
23.1.6	Tucson (TCA)				
23.1.6.1	Transportation Officer	TBD	HOURS		
23.1.6.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
23.1.7	Yuma (YUM)				
23.1.7.1	Transportation Officer	TBD	HOURS		
23.1.7.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
<b>23.2</b>	<i>Vehicles Surge/Flex</i>	(b) (4)	HOURS		
23.2.1	Low Capacity	TBD	HOURS		
23.2.2	Medium Capacity	TBD	HOURS		
23.2.3	High Capacity	TBD	HOURS		

		EST			
CLIN#	Item Description	QUANTITY	UNIT	UNIT PRICE/RATE	TOTAL
		(NTE)			
24.0	<i>MTRT [Materials-pre-approved vehicle maintenance contingencies and any cross-state licensing requirements](reference PWS Section 4.12.4)</i>	NTE	~	~	
					\$ (b) (4)
25.0	Travel [Materials]	NTE	~	~	
					\$ (b) (4)
26.0	<i>Fuel [Materials] (vendors are encouraged to provide optional fuel consumption reduction/greenhouse gas minimizing proposals (i.e. show how average fuel cost per mile traveled may be reduced. Vendors shall use \$3.50/gal as the average cost per gallon for their calculations) (reference the PWS and Evaluation Criteria (Section M))</i>	NTE	~	~	\$ (b) (4)



CLIN#	Item Description	EST QUANTITY (NTE)	UNIT	UNIT PRICE/RATE	TOTAL
	<b>Labor Surge/Flex</b>				
<b>28</b>	<b>Vehicle Surge/Flex</b>				
	<b>[Time]</b>				
<b>28.1</b>	<b>Transport Labor Surge/Flex (reference PWS Section 4.12.3)</b>	<b>(b) (4)</b>	HOURS		
28.1.1	Del Rio (DRT)				
28.1.1.1	Transportation Officer	TBD	HOURS		
28.1.1.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
28.1.2	El Paso (ELP)				
28.1.2.1	Transportation Officer	TBD	HOURS		
28.1.2.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
28.1.3	Laredo (LRT)				
28.1.3.1	Transportation Officer	TBD	HOURS		
28.1.3.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
28.1.4	Rio Grande Valley (RGV)				
28.1.4.1	Transportation Officer	TBD	HOURS		
28.1.4.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
28.1.5	San Diego (SDC)				
28.1.5.1	Transportation Officer	TBD	HOURS		
28.1.5.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
28.1.6	Tucson (TCA)				
28.1.6.1	Transportation Officer	TBD	HOURS		
28.1.6.2	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
28.1.7	Yuma (YUM)				
28.1.7.1	Transportation Officer	TBD	HOURS		
28.1.7.7	Transportation Sergeants	TBD	HOURS		
etc...		TBD	HOURS		
<b>28.2</b>	<b>Vehicles Surge/Flex</b>	<b>(b) (4)</b>	HOURS		
28.2.1	Low Capacity	TBD	HOURS		
28.2.2	Medium Capacity	TBD	HOURS		
28.2.3	High Capacity	TBD	HOURS		

CLIN#	Item Description	EST QUANTITY (NTE)	UNIT	UNIT PRICE/RATE	TOTAL
29.0	<i>MTRT [Materials-pre-approved vehicle maintenance contingencies and any cross-state licensing requirements](reference PWS Section 4.12.4)</i>	NTE	~	~	\$ (b) (4)
30.0	Travel [Materials]	NTE	~	~	\$ (b) (4)
31.0	<i>Fuel [Materials] (vendors are encouraged to provide optional fuel consumption reduction/greenhouse gas minimizing proposals (i.e. show how average fuel cost per mile traveled may be reduced. Vendors shall use \$3.50/gal as the average cost per gallon for their calculations) (reference the PWS and Evaluation Criteria (Section M))</i>	NTE	~	~	\$ (b) (4)

## B.2 CONTRACT TYPE (OCT 2008)

This contract is a single award IDIQ type contract with a hybrid of Fixed-Price and Time and Materials CLINs with the majority of the requirement being Fixed-Price.

[End of Clause]

## B.3 CONTRACT MINIMUM / MAXIMUM

The minimum contract amount is \$10,000,000.00 (consisting of services under one CLIN or any combination of CLINs/SLINs).

The maximum contract amount is 286 operational weeks (per sector) plus all associated fuel costs and surge/flex hours, MTRT, and Travel; or (b) (4)

[End of Clause]

**SECTION C SPECIFICATIONS/SOW/SOO/PWS**

**C.1 SPECIFICATIONS, STATEMENT OF WORK, STATEMENT OF OBJECTIVES OR PERFORMANCE WORK  
STATEMENT ATTACHED (JUN 2013)**

The Performance Work Statement (PWS) (**See Attachment 1 of this contract**) which describes the work to be performed hereunder, although attached, is incorporated and made a part of this document with the same force and effect of "specifications" as described in the clause, Order of Precedence, FAR 52.215-8, incorporated by herein by reference.

[End of Clause]



## **SECTION D PACKAGING & MARKING**

### **D.1 PACKAGING, PACKING AND MARKING (MAR 2003)**

Material shall be packaged, packed and marked for shipment in such a manner that will insure acceptance by common carriers and safe delivery at destination.

Packages shall be clearly identified on the outer wrapping with the contract number and delivery /task order number, if applicable.

[End of Clause]

## **SECTION E INSPECTION & ACCEPTANCE**

### **E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.acquisition.gov](http://www.acquisition.gov)

#### **I. FEDERAL ACQUISITION REGULATION (48 CHAPTER 1) CLAUSES**

NUMBER	TITLE
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### **E.2 52.246-4 INSPECTION OF SERVICES -- FIXED-PRICE (AUG 1996)**

### **E.3 52.246-6 INSPECTION – TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)**

## **SECTION F DELIVERIES OR PERFORMANCE**

### **F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

The period of performance of this contract shall be for a 12 month base period plus four (4) twelve (12) month option periods and a six (6) month option for extension of services, as follows:

Base Period-	4 Sep 2013 to 3 Sep 2014
Option Period One -	4 Sep 2014 to 3 Sep 2015
Option Period Two -	4 Sep 2015 to 3 Sep 2016
Option Period Three -	4 Sep 2016 to 3 Sep 2017
Option Period Four -	4 Sep 2017 to 3 Sep 2018
Option (6 month Extension)-	4 Sep 2018 to 3 Mar 2019

The period of performance for any task order issued during any of the abovementioned ordering/effective periods shall be stated within such order.

[End of Clause]

### **F.2 TERM OF CONTRACT WITH OPTION(S) (MAR 2003)**

The contract term shall be for a period of 12 months from the date of award, subject to the Government's option to extend the term of the contract in accordance with the clause entitled, "Option to Extend the Term of the Contract" FAR 52.217-9 contained herein.

[End of Clause]

## SECTION G CONTRACT ADMINISTRATION DATA

### G.1 3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)

- (a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the Contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.
- (b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

(End of Clause)

### G.2 CONTRACTING OFFICER'S AUTHORITY (MAR 2003)

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, or to modify any term or condition of the contract. The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

[End of Clause]

### G.3 PAYMENT AND INVOICE INSTRUCTIONS (FEB 2012)

In order to request contract payment, the contractor shall submit a proper invoice, as defined by Federal Acquisition Regulation (FAR) 2.101 for payment in the manner and format described below.

#### SUBMISSION OF INVOICES

- (a) The contractor shall submit an original invoice/voucher, via postal mail or electronic mail (email), simultaneously to the following:

- (1) National Finance Center (NFC)

DHS/U.S. Customs and Border Protection  
National Finance Center/Commercial Accounts  
PO Box 68908  
Indianapolis, Indiana 46268

OR email: [cbpinvoices@dhs.gov](mailto:cbpinvoices@dhs.gov)

**NOTE: For invoices with payment terms less than net 30, the subject line for all emailed invoices to the NFC must include the following text: "Per CBP, Net [state # days] Invoice".**

- (2) Contracting Officer or Contract Administrator (CO or CA)

DHS/U.S. Customs and Border Protection  
Attention: (b) (6)  
1300 PENNSYLVANIA AVE, NW  
NP STE 1310  
WASHINGTON, DC 20229

OR email: (b) (6)

- (3) Contracting Officer's Representative (COR)

DHS/U.S. Customs and Border Protection  
Attention: (b) (6)

OR email: (b) (6)

- (b) The contractor shall submit a copy of the original invoice/voucher for all DHS cost-reimbursement and time and material/labor hour contracts and delivery orders to the branch manager/resident auditor of the cognizant Defense Contract Audit Agency (DCAA) Field Audit Office. Copies may be sent to DCAA, via postal mail or email and must be sent at the same time the invoice/voucher is sent to the NFC, CO and COR. The CO shall provide the following information:

DCAA Field Office

Orlando Branch Office  
11883 High Tech Avenue  
Orlando, FL 32817-1490

Phone: 407-515-3333

Email: [dcaa-fao1251@dcaa.mil](mailto:dcaa-fao1251@dcaa.mil)

- (c) In accordance with FAR 32.904(b), the CO, in conjunction with the COR and NFC, will determine whether the invoice is proper or improper within seven (7) days of receipt. Improper invoices will be returned to the contractor within seven (7) days of receipt.

#### INVOICE REVIEW AND APPROVAL REQUIREMENTS

- (a) To constitute a proper invoice, invoices shall include, at a minimum, all the items required in FAR 32.905.
- (1) The minimum requirements are:
- i. Name and address of the contractor.
  - ii. Invoice date and invoice number.
  - iii. Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
  - iv. Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
  - v. Shipping and payment terms (e.g. shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
  - vi. Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
  - vii. Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
  - viii. Taxpayer identification number (TIN).
  - ix. Electronic funds transfer (EFT) banking information.
  - x. Any other information or documentation required by the contract (e.g. evidence of shipment).
- (2) For cost reimbursement or time and material contracts (other than a contract for a commercial item), the contractor shall bill and maintain a record of indirect costs in accordance with FAR 52.216-7(d).
- (b) Supplemental documentation required for review and approval of invoices, at the written direction of the contracting officer, may be submitted directly to either the contracting officer, or the contracting officer's representative. Contractors shall submit all supplemental invoice documentation along with the original invoice.

- (c) Invoices that fail to provide the information required by the Prompt Payment clause (FAR 52.232-25) may be rejected by the Government and returned to the contractor.

**ADDITIONAL INVOICE REQUIREMENTS**

In addition to the invoice requirements contained in FAR 32.905 and FAR 52.216-7, the following also applies:

- (1) Invoices must include the following information to support all costs claimed:
  - i. Period of performance for the costs claimed;
  - ii. Current amounts for each CLIN, if applicable;
  - iii. Current direct and indirect incurred costs, including fee;
  - iv. Cumulative amounts for each CLIN; and
  - v. Statement signed by an authorized company representative certifying that the costs in the invoice are accurate and complete.
- (2) The Government reserves the right to make invoice adjustments if associated costs are determined to be unallowable.

[End of Clause]

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **H.1 GOVERNMENT CONSENT OF PUBLICATION/ENDORSEMENT (MAR 2003)**

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

[End of Clause]

### **H.2 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (JUL 2010)**

#### **a. Contractor Performance Evaluation**

Interim and final performance evaluation reports will be prepared on this contract or order in accordance with FAR Subpart 42.15. A final performance evaluation report will be prepared at the time the work under this contract or order is completed. In addition to the final performance evaluation report, an interim performance evaluation report will be prepared annually to coincide with the anniversary date of the contract or order.

Interim and final performance evaluation reports will be provided to the contractor via the Contractor Performance Assessment Reporting System (CPARS) after completion of the evaluation. The CPARS Assessing Official Representatives (AORs) will provide input for interim and final contractor performance evaluations. The AORs may be Contracting Officer's Technical Representatives (COTRs), project managers, and/or contract specialists. The CPARS Assessing Officials (AOs) are the contracting officers (CO) who will sign the evaluation report and forward it to the contractor representative via CPARS for comments.

The contractor representative is responsible for reviewing and commenting on proposed ratings and remarks for all evaluations forwarded by the AO. After review, the contractor representative will return the evaluation to the AO via CPARS.

The contractor representative will be given a minimum of thirty (30) days to submit written comments or a rebuttal statement. Within seven (7) days of the comment period, the contractor representative may request a meeting with the AO to discuss the evaluation report. The AO may complete the evaluation without the contractor representative's comments if none are provided within the thirty (30) day comment period. Any disagreement between the AO/CO and the contractor representative regarding the performance evaluation report will be referred to the CPARS Reviewing Officials (ROs). Once the RO completes the review, the evaluation is considered complete and the decision is final. Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file and may be used in future award decisions.

#### **b. Primary and Alternate Corporate Senior Contractor Representatives**

The contractor must identify a primary and alternate Corporate Senior Contractor Representative for this contract and provide the full name, title, phone number, email address, and business address to the CO within 30 days after award.

#### **c. Electronic access to contractor Performance Evaluations**

The AO/CO will request CPARS user access for the contractor by forwarding the contractor's primary and alternate representatives' information to the CPARS Focal Point (FP).

The FP is responsible for CPARS access authorizations for Government and contractor personnel. The FP will set up the user accounts and will create system access to CPARS.

The CPARS application will send an automatic notification to users when CPARS access is granted. In addition, contractor representatives will receive an automated email from CPARS when an evaluation report has been completed.

[End of Clause]

**H.3 SPECIAL SECURITY REQUIREMENT - CONTRACTOR PRE-SCREENING (SEP 2011)**

1. Contractors requiring recurring access to Government facilities shall verify minimal fitness requirements for all persons/candidates designated for employment under any Department of Security (DHS) contract by pre-screening the person /candidate prior to submitting the name for consideration to work on the contract. Pre-screening the candidate ensures that minimum fitness requirements are considered and mitigates the burden of DHS having to conduct background investigations on objectionable candidates. The Contractor must perform a comprehensive pre-employment screening of all employees to include at a minimum, the following: psychological testing, honesty and integrity testing, employment verification, identity verification, criminal records checks, credit check, driver's license check, pre-employment and random drug screening on all personnel performing under this contract. The Contractor shall submit only those candidates that have not had a felony conviction within the past 36 months or illegal drug use within the past 12 months from the date of submission of their name as a candidate to perform work under this contract. Contractors are required to flow this requirement down to subcontractors. Pre-screening involves contractors and subcontractors reviewing and documenting:
  - a. Felony convictions within the past 36 months. An acceptable means of obtaining information on felony convictions is from public records, free of charge, or from the National Crime Information Center (NCIC).
  - b. Illegal drug use within the past 12 months. An acceptable means of obtaining information related to drug use is through employee self certification, by public records check; or if the contractor or subcontractor already has drug testing in place. There is no requirement for contractors and/or subcontractors to initiate a drug testing program if they do not have one already in place.
  - c. Misconduct such as criminal activity on the job relating to fraud or theft within the past 12 months. An acceptable means of obtaining information related to misconduct is through employee self certification, by public records check, or other reference checks conducted in the normal course of business.
2. Pre-screening shall be conducted within 15 business days after contract award. This requirement shall be placed in all subcontracts if the subcontractor requires routine physical access to Government facilities.. Failure to comply with the pre-screening requirement will result in the Contracting Officer taking the appropriate remedy.
3. Successful background and/or other security investigation with no derogatory references or convictions will include a favorable suitability determination rendered by CBP Sector Security Officers; prospective employees must fully complete the SF-85P and SF-85PS along with an Authority to Release. Additionally, personnel are subjected to additional verification with the National Crime Information Center (NCIC), Treasury Enforcement Communication System (TECS), Citizenship and Immigration Services (CIS), and state databases for a suitability determination by CBP Sector Security Officers.
4. All background and/or suitability documentation must be maintained and made available upon request IAW the QASP.

[End of Clause]

**H.4 ORDERING PROCEDURES - SERVICES (OCT 2007)**

Any services to be performed under this contract shall be ordered by issuance of task orders. Such task orders may be issued at any time during the period of performance of this contract provided that any task order issued shall be completed within the period specified in the order.

Ordering of services under this contract shall be accomplished in one (1) of two (2) ways as follows:

(1) The Contracting Officer (CO) will issue a task order to the Contractor, using contractual rates, for a specific requirement under the contract without the request of a proposal from the Contractor. This may occur with respect to any CLIN. However, when an order is issued under the Surge/Flex CLIN or the MTRT CLIN the parties shall seek to definitize that task order as soon as practicable after the order is issued. As part of the definitization, all travel and fuel required in support of the Surge/Flex effort or MTRT effort will also be completed.



(2) The Contracting Officer (CO) will forward a task order request to the Contractor which will describe technical requirements for deliverable products, performance standards, acceptable criteria, performance schedules, etc. in sufficient detail to permit accurate estimation of cost, work, hours, etc.

Within ten (10) working days after receipt of the task order request, unless a different period is specified, the Contractor will submit a written proposal responding to the Government's requirement. The contractor's proposal shall contain, as a minimum, the following:

Task Requirements. A narrative description of the Contractor's understanding of the functions required to satisfy the requirements. The Contractor's proposal shall also state the purpose of the task order to ensure the Contractor's understanding of the requirement.

Proposal Solution. A narrative description of the Contractor's proposed solution -- plans for performance, technical approach, and any problems envisioned.

Assumptions. The proposal shall identify any assumptions on the Contractor's part used in developing the proposal and costs.

Milestones and Deliverables. Definition of milestones, deliverables, and schedule for them. Include a statement of the Contractor's understanding of acceptance criteria.

Staffing Schedule. A staffing schedule by individual Contractor skill level employee.

Resumes of personnel. If required. Resumes need not be provided unless personnel are proposed whose resumes have not been previously furnished to the Government.

After the Contracting Officer's Technical Representative (COTR) has completed an evaluation of the Contractor's proposal, the CO may conduct discussions with the Contractor to resolve any outstanding issues. Following any required discussions with the Contractor, the CO will issue a written task order incorporating the Contractor's technical and cost proposal as accepted. All task orders issued under this contract shall conform to the provisions of the contract clauses FAR 52.216-18 "Ordering," and FAR 52.216-9, "Order Limitation," contained in the contract.

The only office(s) authorized to issue task orders under this contract are:

U.S. Customs and Border Protection  
Office of Administration  
Procurement Directorate

Oral orders under this contract are not authorized.

[End of Clause]

## **H.5 ORDERING OF AS NEEDED SERVICES (MAR 2003)**

The following procedures are established for the ordering of all as-needed requirements under the Surge/Flex CLIN and the MTRT CLIN as identified in the Schedule. The Travel and Fuel CLINs will be ordered, as needed, to support these requirements.

The Contracting Officer's Representative (COR) shall prepare a request for services. The Contracting Officer (CO) will then request a written quotation from the Contractor as to the number of hours and/or amount of materials required to accomplish the work. The CO will evaluate the proposal to determine the reasonableness of the Contractor's quotation. The CO shall then provide the Contractor with a written authorization (or oral authorization that must be confirmed in writing) identifying, at a minimum, the following: the contract number; a description of the work to be performed; an estimate of the number of hours and/or material(s) required to perform the work; and the period of performance.

In some instances, a written quotation from the Contractor may not always be requested before a written authorization or task order is issued. If a task order or written authorization is issued directly to the Contractor for tasks under CLIN 2.0 without the request of a quotation from the Contractor, the parties shall seek to definitize that task order as soon as practicable after the order is issued.

The Contractor shall be paid for documented actual hours worked and/or material(s) or the amount authorized in the written authorization, whichever is less, upon submission of billing documents pursuant to FAR 52.232-7 Payments Under Time-And-Material and Labor-Hour Contracts. If the Contractor determines that additional hours and/or material(s) are required in excess of those authorized in writing, the Contractor shall notify the Contracting Officer and obtain written approval prior to working those additional hours.

[End of Clause]

## **H.6 DISCLOSURE OF INFORMATION (MAR 2003)**

### **A. General**

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of the contract.

### **B. Technical Data Rights**

The Contractor shall not use, disclose, reproduce, or otherwise divulge or transfuse to any persons any technical information or data licensed for use by the Government that bears any type of restrictive or proprietary legend except as may be necessary in the performance of the contract. Refer to the Rights in Data clause for additional information.

### **C. Privacy Act**

In performance of this contract the Contractor assumes the responsibility for protection of the confidentiality of all Government records and/or protected data provided for performance under the contract and shall ensure that (a) all work performed by any subcontractor is subject to the disclosure restrictions set forth above and (b) all subcontract work be performed under the supervision of the Contractor or their employees.

[End of Clause]

## **H.7 NON-PERSONAL SERVICE (MAR 2003)**

1. The Government and the contractor agree and understand the services to be performed under this contract are non-personal in nature. The Contractor shall not perform any inherently Governmental functions under this contract as described in Office of Federal Procurement Policy Letter 92-1
2. The services to be performed under this contract do not require the Contractor or his employees to exercise personal judgment and discretion on behalf of the Government, but rather, the Contractor's employees will act and exercise personal judgment and discretion on behalf of the Contractor.
3. The parties also recognize and agree that no employer-employee relationship exists or will exist between the Government and the Contractor. The Contractor and the Contractor's employees are not employees of the Federal Government and are not eligible for entitlement and benefits given federal employees. Contractor personnel under this contract shall not:
  - (a) Be placed in a position where there is an appearance that they are employed by the Government or are under the supervision, direction, or evaluation of any Government employee. All individual employee assignments any daily work direction shall be given by the applicable employee supervisor.
  - (b) Hold him or herself out to be a Government employee, agent or representative or state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as such and specify the name of the company of which they work.
  - (c) Be placed in a position of command, supervision, administration or control over Government personnel or personnel of other Government contractors, or become a part of the government organization. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall

state that they have no authority to change the contract in any way. If the other Contractor believes this communication to be direction to change their contract, they should notify the CO for that contract and not carry out the direction until a clarification has been issued by the CO.

4. If the Contractor believes any Government action or communication has been given that would create a personal service relationship between the Government and any Contractor employee, the Contractor shall promptly notify the CO of this communication or action.
5. Rules, regulations directives and requirements which are issued by U.S. Customs & Border Protection under their responsibility for good order, administration and security are applicable to all personnel who enter U.S. Customs & Border Protection installations or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

[End of Clause]

#### **H.8 ADDITIONAL CONTRACTOR PERSONNEL REQUIREMENTS (OCT 2007)**

The Contractor will ensure that its employees will identify themselves as employees of their respective company while working on U.S. Customs & Border Protection (CBP) contracts. For example, contractor personnel shall introduce themselves and sign attendance logs as employees of their respective companies, not as CBP employees. The contractor will ensure that their personnel use the following format signature on all official e-mails generated by CBP computers:

[Name]  
(Contractor)  
[Position or Professional Title]  
[Company Name]  
Supporting the XXX Division/Office...  
U.S. Customs & Border Protection  
[Phone]  
[FAX]  
[Other contact information as desired]

[End of Clause]

#### **H.9 TRAVEL COSTS (AUG 2008)**

Costs for transportation, lodging, meals, and incidental expenses shall be reimbursed in accordance with Federal Acquisition Regulation (FAR) Subsection 31.205-46 and acceptable accounting procedures.

If it becomes necessary for the contractor to use the higher actual expense method repetitively or on a continuing basis in a particular area (see FAR 31.205-46(3)(iii)), the contractor must obtain advance approval from the contracting officer and comply with all requirements for justifications and documentation set forth in FAR Subsection 31.205-46 for allowability of travel costs.

As provided in FAR 31.205-46(a)(5), the Contracting Officer may consider an advance agreement (see FAR 31.109) with the contractor to avoid confusion in the treatment of costs anticipated to be incurred in unusual or special travel situations. The advance agreement shall be incorporated in the contract.

[End of Clause]

#### **H.10 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)**

- (a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

- (b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract:

- Program Manager (1)
- Sector Managers (7)

## **SECTION I CONTRACT CLAUSES**

### **I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.acquisition.gov](http://www.acquisition.gov)

### **I. FEDERAL ACQUISITION REGULATION (48 CHAPTER 1) CLAUSES**

NUMBER	TITLE
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**I.2 52.202-1 DEFINITIONS (JAN 2012)**

**I.3 52.203-3 GRATUITIES (APR 1984)**

**I.4 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)**

**I.5 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)**

**I.6 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)**

**I.7 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

**I.8 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

**I.9 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)**

**I.10 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)**

**I.11 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)**

**I.12 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)**

**I.13 52.204-13 CENTRAL CONTRACTOR REGISTRATION MAINTENANCE (DEC 2012)**

**I.14 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)**

**I.15 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)**

**I.16 52.210-1 MARKET RESEARCH (APR 2011)**

**I.17 52.215-2 AUDIT AND RECORDS-NEGOTIATION (OCT 2010)**

**I.18 52.215-8 ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT (OCT 1997)**

**I.19 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)**

**I.20 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)**

**I.21 52.216-18 ORDERING (OCT 1995)**

(a) (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award until the expiration date of the base period or any option period (if exercised).

- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

#### **I.22 52.216-19 ORDER LIMITATIONS (OCT 1995)**

- (a) (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 4 operational weeks (per sector) [Mission Support Base CLINs], or 336 T&M hours [Surge/Flex CLINs], or \$8,000.00 [MTRT CLINs], or \$25,000.00 [Travel CLINs], or \$280,000.00 [Fuel CLINs], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor--
  - (1) Any order for a single item in excess of 52 operational weeks (per sector) (CLIN 1.0) or 80,000 T&M hours (CLIN 2.0);
  - (2) Any order for a combination of items in excess of 52 operational weeks (per sector) and 80,000 T&M hours; or
  - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 business days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### **I.23 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after March 3, 2019.

(End of clause)

#### **I.24 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the effective period's expiration date.

(End of clause)

**I.25 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months (including the exercise of 52.217-8).

(End of clause)

**I.26 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 2011)**

**I.27 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)**

**I.28 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) ALTERNATE II (OCT 2001)**

**I.29 52.219-13 NOTICE OF TOTAL SET-ASIDE OF ORDERS (NOV 2011)**

**I.30 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)**

**I.31 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2012)**

**I.32 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)**

**I.33 52.222-3 CONVICT LABOR (JUN 2003)**

**I.34 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (JAN 2013)**

**I.35 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**

**I.36 52.222-26 EQUAL OPPORTUNITY (MAR 2007)**

**I.37 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)**

**I.38 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)**

**I.39 52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2010)**

**I.40 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)**

**I.41 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)**

**I.42 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)**

**I.43 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JUL 2012)**

**I.44 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)**

**I.45 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**

**I.46 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)**

**I.47 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)**

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting contract performance requirements; or
- (3) At a reasonable price.

(b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

(End of clause)

**I.48 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)**

**I.49 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)**

**I.50 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)**

**I.51 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)**

**I.52 52.227-3 PATENT INDEMNITY (APR 1984)**

**I.53 52.228-1 BID GUARANTEE (SEP 1996)**

**I.54 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)**

**I.55 52.228-5 INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

**I.56 52.228-11 PLEDGES OF ASSETS (JAN 2012)**

**I.57 52.228-16 PERFORMANCE AND PAYMENT BONDS-OTHER THAN CONSTRUCTION (NOV 2006)**

**I.58 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 2007)**

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) *Hourly rate.* (1) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--

- (i) Performed by the Contractor;
- (ii) Performed by the subcontractors; or
- (iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.



- (3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
  - (4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.
  - (5) Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or authorized representative. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by--
    - (i) Individual daily job timekeeping records;
    - (ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or
    - (iii) Other substantiation approved by the Contracting Officer.
  - (6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.
  - (7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (f) of this clause.
  - (8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (b) *Materials.* (1) For the purposes of this clause--
- (i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.
  - (ii) Materials means--
    - (A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;
    - (B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;
    - (C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and
    - (D) Applicable indirect costs.
- (2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--
- (i) Quantities being acquired; and

- (ii) Actual cost of any modifications necessary because of contract requirements.
- (3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor--
  - (i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or
  - (ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.
- (5) The Contractor may include allocable indirect costs and other direct costs to the extent they are--
  - (i) Comprised only of costs that are clearly excluded from the hourly rate;
  - (ii) Allocated in accordance with the Contractor's written or established accounting practices; and
  - (iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.
- (6) To the extent able, the Contractor shall--
  - (i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
  - (ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.
- (7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.
- (c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.
- (d) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (e) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling

price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

- (f) *Audit.* At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraphs (f) and (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) *Assignment and Release of Claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:
- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.
  - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.
  - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) *Interim payments on contracts for other than services.*
- (1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.
  - (2) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.
- (i) *Interim payments on contracts for services.* For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(End of clause)

**I.59 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)**

**I.60 52.232-4 PAYMENTS UNDER TRANSPORTATION CONTRACTS AND TRANSPORTATION-RELATED SERVICES CONTRACTS (APR 1984)**

**I.61 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)**

**I.62 52.232-11 EXTRAS (APR 1984)**

**I.63 52.232-17 INTEREST (OCT 2010)**

**I.64 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)**

**I.65 52.232-25 PROMPT PAYMENT (OCT 2008)**

**I.66 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (OCT 2003)**

**I.67 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)**

**I.68 52.233-1 DISPUTES (JUL 2002) ALTERNATE I (DEC 1991)**

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**I.78 52.247-21 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE (APR 1984)**

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**I.80 52.247-28 CONTRACTOR'S INVOICES (APR 1984)**

**I.81 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)**

**I.82 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)**

**I.83 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) ALTERNATE I (APR 1984)**

**I.84 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

**I.85 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any FAR or HSAR clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

**I.86 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)**

**I.87 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)**

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

*Expanded Affiliated Group* means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

*Foreign Incorporated Entity* means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

*Inverted Domestic Corporation.* A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—
  - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
  - (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
- (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

*Person, domestic, and foreign* have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

- (1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
  - (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
  - (ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).
- (2) *Plan deemed in certain cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.
- (3) *Certain transfers disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.
- (d) *Special rule for related partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395 (b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which

are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

☐ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of Clause)

**I.88 3052.219-70 SMALL BUSINESS SUBCONTRACTING PLAN REPORTING (JUN 2006)**

(a) The Contractor shall enter the information for the Subcontracting Report for Individual Contracts (formally the Standard Form 294 (SF 294)) and the Summary Subcontract Report (formally the Standard Form 295 (SF-295)) into the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>.

1) The Contractor shall include this clause in all subcontracts that include the clause at (FAR) 48 CFR 52.219-9.

(End of Clause)

**I.89 3052.222-70 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (DEC 2003)**

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

(End of Clause)

**I.90 3052.222-71 STRIKES OR PICKETING AFFECTING ACCESS TO A DHS FACILITY (DEC 2003)**

If the Contracting Officer notifies the Contractor in writing that a strike or picketing:

- (a) is directed at the Contractor or subcontractor or any employee of either; and
- (b) impedes or threatens to impede access by any person to a DHS facility where the site of the work is located, the Contractor shall take all appropriate action to end such strike or picketing, including, if necessary, the filing of a charge of unfair labor practice with the National Labor Relations Board or the use of other available judicial or administrative remedies.

(End of Clause)

**I.91 3052.228-70 INSURANCE (DEC 2003)**

In accordance with the clause entitled "Insurance--Work on a Government Installation" [or Insurance--Liability to Third Persons] in Section I, insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

- (a) Worker's compensation and employer's liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(a).
- (b) General liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(b).
- (c) Automobile liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(c).

(End of Clause)

**I.92 3052.242-71 DISSEMINATION OF CONTRACT INFORMATION (DEC 2003)**

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. An electronic or printed copy of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

(End of Clause)

## SECTION J LIST OF ATTACHMENTS

### J.1 LIST OF ATTACHMENTS

Attachment No.	No. of Pages	Attachment Title
1	40	PERFORMANCE WORK STATEMENT (PWS)
2	16	QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)
3	270	COLLECTIVE BARGAINING AGREEMENTS



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# **U.S. Department of Homeland Security**

## **Customs and Border Protection**



### **Performance Work Statement (PWS)**

**For**

**Southwest Border (SWB)**

**Transportation, Medical Escort and Guard Services**

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## **1. BACKGROUND:**

As a component of the United States (U.S.) Department of Homeland Security (DHS), Customs and Border Protection (CBP) is responsible for protecting our Nation's borders in order to prevent terrorists and terrorist weapons from entering the U.S.; while enhancing security, and facilitating the flow of legitimate trade and travel. CBP is responsible for the detection and apprehension of individuals illegally entering the U.S.; stemming the flow of drugs and other contraband; protecting our agricultural and economic interests from harmful pests and diseases; protecting American business from theft of their intellectual property; and regulating and facilitating international trade, collecting import duties, and enforcing U.S. trade laws. In 2012, CBP total apprehensions were 356,873. The majority of all apprehensions occur within the CBP Southwest Border (SWB) Sectors and Field Offices, which average to 975 detainees per day that required transportation and guard services.

Supporting this responsibility, CBP has identified requirements for detainee transportation, medical escort, and facility guard service capabilities that minimize the use of frontline agents and officers to perform guard and detainee transportation duties. These capabilities must deploy the most efficient mix of detention vehicles and human resources capable of adjusting to changes in transportation demand that may vary by shift, day, week, or season. The solution includes the use of Contractor support to provide the detainee transportation services in order to redirect agents and officers toward more traditional law enforcement duties. Contract support must strike a proper balance in terms of timeliness and efficiency when responding to the unique demands of frontline agents and officers.

This program supports operational mission requirements established by the Office of Border Patrol (OBP) and Office of Field Operations (OFO), both within CBP. Throughout this PWS, the term "Government" is used interchangeably with CBP.

## **2. SCOPE:**

The Contractor shall provide performance-based transportation, medical escort, and facilities guard services. Transportation services will include escort, guard, and transport services for detainees in DHS custody. CBP defines a detainee as any person regardless of citizenship or nationality who is detained by CBP or any other law enforcement agency. The scope of this contract does not include transportation of violent prisoners. Transportation services will also entail over-the-road transport services in vehicles of sufficient capacity to meet the performance standards, courtroom transportation, detention facility booking transportation, security services and other related transportation and guard duties. The medical escort and facilities guard services include escort and guard services of detainees in DHS custody while at a medical treatment facility, and provide security back-up to transportation officer in a vehicle and other guard services as directed by the Contracting Officer's Representative (COR) or a Task Order Monitor (TOM) designated by the Contracting Officer (CO).

Throughout this document, the functional titles of the contractor positions that will perform the required services will be referred to as the following:

- **Transportation Officer (TO)** – Contractors that provide secure detainee transport, escort, and facility guard services. TOs must possess a state-issued Commercial Driver's License (CDL).
- **Medical Escort Officer (MEO)** – Contractors that provide secure detainee escort and guard services at designated medical facilities. MEOs are not required to possess a state-issued CDL.

The missions of the Transportation Program are to provide transportation, medical escort and other transportation related facilities guard services for detainees in DHS custody. A Transportation Plan will be prepared monthly to schedule assignments; however, tasking may change day-to-day based on operations. The types of missions are described as follows:

- **Field to Station** transports occur near the border or from apprehension locations established on known egress routes and end at a station.
- **Station or Port of Entry (POE) to Detention or Removal** transports are conducted after the detainee has been processed. Detainees are transported from Station to Detention or Removal at a POE. This mission includes lateral repatriation across Sectors such as the Alien Transit Exit Program described in Appendix B.
- **Station or POE to Station, POE or Other Destination** transports are after the detainee has been apprehended at a POE or transported to a station, yet the detainee has not been processed and a final disposition of the detainee has not been determined (i.e. the detainee requires transportation to court, medical facility, etc. prior to being returned to the country of origin or held for prosecution).
- **Medical Escort and Other Facilities Guard** services include escort and guard services of detainees in DHS custody while at a medical treatment facility or other DHS facility. These duties shall include, but not be limited to: monitoring detainees in custody, serving detainees prepared meals provided by the government, searching holding cells for weapons or contraband, conducting limited pat-downs and other guard and transportation services as directed by the Contracting Officer's Representative (COR) or a Task Order Monitor (TOM) designated by the Contracting Officer (CO).

The required services supporting CBP will be performed in the seven Border Patrol sectors of San Diego, Yuma, Tucson, El Paso, Del Rio, Laredo and Rio Grande Valley and within their areas of responsibility to include Border Patrol stations, Field Offices, Ports of Entry, highway checkpoints, processing centers, hospitals, courts and detention centers. Services include over-the-road transportation and guarding of foreign nationals (males, females, minors and Unaccompanied Alien Children (UAC)). Schedules may be identified by a route or identified as a staging point where the transport will be determined, as needed. These services are required 24 hours per day, 7 days per week. The table below provides statistics on average daily apprehensions. Detainees are transported by Agents and Officers as well as by contract services.

CBP Sectors	FY12 Daily Apprehensions	% Adult Males	% Females	% UAC <sup>1</sup>
San Diego (SDC)	(b) (4), (b) (7)(E)			
El Centro (ELC) <sup>2</sup>				
Yuma (YUM)				
Tucson (TCA)				
El Paso (EPT)				
Big Bend/Marfa (MAR) <sup>2</sup>				
Del Rio (DRT)				
Laredo (LRT)				
Rio Grande Valley (RGV)				
<b>Total</b>				

While most transport occurs within the geographic area defined by Sectors, there are several programs requiring transport across Sector boundaries. The Alien Transfer and Exit Program (ATEP) require the transport of detainees from the Sector in which they were apprehended to a distant Sector for repatriation. Depending on the transport distance this may be accomplished by a single trip transport or a series of transfers across state lines (California, Arizona, New Mexico, and Texas).

The Contractor shall be prepared to respond to unexpected situations, such as flooding, fires or national incidents, if emergency evacuation support is needed by the Government.

Requirements will be expressed in terms of required capability and capacity to allow the vendor to properly resource the contract. For example, Transportation Mission Capacity (e.g. single mission volume) is defined as:

- **Low:** Transportation Missions with 1 – 13 detainees
- **Medium:** Transportation Missions with 14 – 22 detainees
- **High:** Transportation Missions with 23 – 47 detainees

The following table illustrates the number of vehicles required (based on their transport capacity) to support each type of transportation mission.

Transportation Mission Capacity	Vehicle Capacity		
	Low	Medium	High
<b>Low:</b> Transportation Missions with 1 – 13 detainees	1	1	1
<b>Medium:</b> Transportation Missions with 14 – 22 detainees	2	1	1
<b>High:</b>	4	3	1

<sup>1</sup> UAC: Unaccompanied Alien Children

<sup>2</sup> El Centro Sector (ELC) and Big Bend/Marfa (MAR) apprehension data is provided here only to provide a complete picture of the Southwest Border, but the sector will not require any transportation services under this contract.

Transportation Missions with 23 – 47 detainees			
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Note – the exception to the above table is that routes that are at least three hours in duration require a medium or high capacity vehicle (one with an installed lavatory). These routes are noted with an asterisks (\*) under the routes tables in Appendix B.

Performance requirements are established to focus on outcomes. These include:

- **Operational Responsiveness** – is demonstrated by providing timely transportation, medical escort and facilities guard services scheduled each month for each Sector.
- **Operational Flexibility** – is demonstrated through accomplishment of Ad Hoc changes to specific transportation, medical escort, and facilities guard tasks.
- **Operational Efficiency** – is initially demonstrated with a proposal committing an optimum number and mix of vehicles, personnel, law enforcement equipment, training, and associated products to provide contract services. Following award, operational efficiency is demonstrated in flexible contract performance by providing timely services that minimize Agent and Officer wait times. Additionally, efficiency is demonstrated through implementation of initiatives that provide fuel savings.
- **Professionalism, Safety and Security** – is initially demonstrated through licensing, certification, and qualification of staff with applicable laws and policy. The proficiency demonstrated by these items are needed to ensure the safety and security of mission support for the contract staff, detainees and all others with whom they come in contact.

### 3. APPLICABLE DOCUMENTS:

The Contractor shall be knowledgeable with all relevant legal, regulatory, policies, and legal documents. Although not exhaustive, the following guidance applies:

- CBP Policy, Use of Force and Use of Restraints
- CBP Policy, Approved Escort
- CBP Policy, Secure Detention, Transportation & Escort Procedures at Ports of Entry
- CBP Handbook, Personal Search

These, and other documents and updates will be made available to potential bidders by the Contracting Officer via a virtual reading room.

The following Federal Agencies and regulations also apply to this acquisition:

- Federal Motor Carrier Safety Administration (FMCSA) <http://www.fmcsa.dot.gov>
- Federal Motor Carrier Safety Regulations, United States Code of Federal Regulations, Title 49, Parts 40, 300-399, and Appendix G to Subchapter B – Minimum periodic inspection standards
- National Highway Transportation Safety Administration (NHTSA) <http://www.nhtsa.gov>

- Federal Motor Vehicle Safety Standard, United States Code of Federal Regulations, Title 49, Part 571

#### **4. PERFORMANCE REQUIREMENTS AND STANDARDS:**

The performance objective for this PWS is to provide secure detainee land transportation from point of arrest, station to station, station to port of entry for removal, detainee escort services, court security transportation, medical escort, facilities guard, and other detainee monitoring duties in an effective, efficient, and flexible manner to meet the Government's operational requirements throughout the SWB. Safety and security of Contractor personnel, detainees, and the public at large shall remain a top priority. All transportation and security objectives shall be met through compliance with all applicable state and federal regulations as well as the policies and procedures included in Section 3. In addition, the Contractor shall comply with any additional standards and guidelines regarding the use of force, the use of restraints, and escort standards that are provided to the Contractor during performance under the task order/contract. Should a conflict exist between any of the standards, the most stringent shall apply. If the Contractor is unable to determine which standard is more stringent, the Contracting Officer (CO) shall determine the appropriate standard. The Contractor shall be responsible for all costs associated with providing the services specified in the task order/contract.

#### **4.1 Management**

##### **4.1.1 Program Management**

###### Performance Requirement:

An overall Program Manager will be responsible for all activities outlined in the PWS. The Program Manager is designated as key personnel. Contractor personnel that are proposed for key management positions require relevant management experience, skills, and training that will allow them to be successful in that position.

###### Performance Standard:

Provide a point of contact that is knowledgeable in all aspects of operations to include overall contract compliance, operational management, process improvement, and contract deliverables. Individual should also have a proven track record of managing relationships with customers at all levels of a large government agency or comparably sized private company. This individual should have at least 15 years of successful employment history demonstrating a strong ability to manage large contracts. The contractor may propose a combination of education, training and employment history as long as they are relevant and meet or exceed the 15 year requirement. The Program Manager must be in place at the award of the contract.

##### **4.1.2 Sector Management**

###### Performance Requirement:

A Sector Manager will be responsible for day-to-day activities within each Sector outlined in the PWS. The Sector Manager is designated as key personnel.

###### Performance Standard:



Provide a point of contact for each Sector who is knowledgeable in operational management of contract operations. Individual should also have a proven track record of managing staff, scheduling, and customer relations. This individual should have at least 10 years of successful employment history demonstrating strong management skills. The contractor may propose a combination of education, training and employment history as long as they are relevant and meet or exceed the 10 year requirement. The Sector Managers must be in place at the award of the contract.

## **4.2 Mission Achievement**

### **4.2.1 Operational Responsiveness**

#### *Performance Requirement:*

Complete all missions in the Government approved Monthly Transportation Plans (unless amended by other government directed changes) in a timely fashion. The Government will not hold the Contractor accountable for route delays that are outside the control of the Contractor.

#### *Performance Standard:*

At a minimum, 95% of all routes identified in the Government approved Monthly Transportation Plans begin on time and are completed.

### **4.2.2 Route Change Implementation**

#### *Performance Requirement:*

Complete government requested changes to the Government approved Monthly Transportation Plans in a timely fashion.

#### *Performance Standard:*

At a minimum, 90% of the Government-requested route changes to the Government approved Monthly Transportation Plans were implemented and begin on time. The contractor is not required to have employees on standby to meet this requirement but to re-assign resources. With concurrence from the government, this may involve re-assignment of contract staff already on that day's schedule or it may require dropping a route scheduled later in that month to trade-off for a route that is added on another day that month.

## **4.3 Professionalism, Safety and Security**

### **4.3.1 Personnel Qualification Compliance**

#### *Performance Requirement:*

All personnel are properly licensed and certified for their assignments in accordance with federal, state, and local jurisdiction requirements. Contractors must abide by firearms regulations, qualifications, and training standards for the state in which they plan to perform their assignments. The Contractor must determine the number of annual refresher training hours that is required to maintain 'currency' based upon personnel being properly licensed and certified for their assignments in accordance with federal, state, and local jurisdiction requirements.

#### *Performance Standard:*

100% of all personnel are licensed and certified for their assignments. Should any contractor personnel fail to maintain ‘currency’, they shall not be assigned to any mission until they are properly licensed and certified. Contractor maintains records available for government audit upon request.

#### **4.3.2 Policies and Procedures Compliance**

##### **Performance Requirement:**

All management policies and procedures are complied with. Ensure detainee escapes, repatriation of pre-processed detainees, etc. do not occur. Should a reportable event occur, subsequent investigation by the Contractor, as accepted by the Government, demonstrates that Contractor personnel followed all policies and procedures established to prevent detainee escapes, repatriation of pre-processed detainees, etc.

##### **Performance Standard:**

100% of all management policies and procedures are complied with. No detainee escapes, repatriation of pre-processed detainees, etc. occur due to not following policies and procedures. Contractor maintains records available for government audit upon request. Reportable events that do not meet this performance standard are subject to risk mitigation actions as described herein.

#### **4.3.3 Safety Record**

##### **Performance Requirement:**

Ensure vehicle mishaps and personnel injuries do not occur. Should an uncontrollable or unforeseen event occur, subsequent investigation by Contractor, as verified by Government, should demonstrate that Contractor personnel followed all policies and procedures established to prevent vehicle mishaps and personnel injuries. The Contractor shall maintain a Federal Motor Carrier Safety Rating.

##### **Performance Standard:**

No vehicle mishaps or personnel injuries occur due to not following policies and procedures. The Contractor shall maintain throughout the life of the contract a ‘**Satisfactory**’ Motor Carrier Safety Rating issued by the Federal Motor Carrier Safety Administration. Further details available at: <http://www.saferysys.org>. Contractor maintains records available for government audit upon request.

#### **4.3.4 Professionalism**

##### **Performance Requirement:**

Contractors transporting or guarding CBP detainees shall wear uniforms that allow them to be easily recognizable by other CBP Agents and Officers for their assigned function. Uniforms must be worn at all times while on duty and include equipment requirements listed in the CBP Use of Force Policy. Contractors may not wear any lethal or non-lethal force devices on their person unless they are in proper uniform. CBP does not require bulletproof vests; however, the Contractor may choose to issue bulletproof vests to its personnel as part of its uniform.

Sufficient quantities of uniforms shall be issued to provide officers with clean serviceable uniforms for daily use. The International Union, Security, Police, and Fire Professionals of

America (SPFPA) Collective Bargaining Agreement's established uniform requirements are considered acceptable.

Uniformed contract employees must represent CBP with a high level of professionalism while performing their duties. Contractors shall treat all persons with courtesy and respect. Contractors shall not act in any manner that may compromise security or the accomplishment of the transportation mission.

*Performance Standard:*

Transportation Officers and Medical Escort Officers shall wear a uniform in accordance with the contractors established guidelines and procedures that presents a professional image; clean, neat and functional. This includes the CBP Use of Force equipment requirements of:

- One deadly force device
- One intermediate force device
- One set of handcuffs

All contract employees are expected to:

- Exercise good judgment
- Interact with people in a professional manner
- Maintain a high level of performance
- Maintain poise and self-control under stress

#### **4.4 Monthly Transportation Plan**

*Performance Requirement:*

Prepare a Monthly Transportation Plan which details the contract resources and schedules needed to meet required performance requirements for the upcoming month. These reports shall update the previous month's transportation plan to account for adjustments based on operational decisions and priorities made by the government. Scheduled routes may be defined by starting point, waypoints and an ending point. Alternatively they may be designated Ad-Hoc with the contractor staging at a specified location during the shift and awaiting a transport assignment within the operating area.

Contractor sector managers will work with CBP sector TOMs to develop the monthly transportation plans, which specify run times and schedules for each route. The TOMs will approve the final monthly transportation plans.

*Performance Standard:*

The Contractor shall submit a Monthly Transportation Plan for the upcoming month for each sector to their respective TOM, or the On-Duty Supervisor (ODS), for approval by the 25<sup>th</sup> calendar day of each month. All documentation shall be provided electronically in PDF or Microsoft Word format to their sector TOM. All documentation shall be retained by the Contractor throughout the duration of this program and available for audit upon request.

## **4.5 Fuel Savings Plan**

### **Performance Requirement:**

Propose and implement a fuel savings plan. Throughout the period of performance, the Contractor shall continue to explore and propose fuel savings initiatives.

### **Performance Standard:**

Pursuant to the Energy Policy Act, Executive Order 13423, fuel savings initiatives such as procedures to reduce vehicle idle time, locate lowest cost fuel suppliers, and obtaining quantity discounts are implemented and efficiency strategies such as low rolling resistant tires, synthetic oils, and other technologies are employed. The Contractor shall submit a Fuel Savings Plan to the COR within 30 days after contract award and Quarterly Fuel Savings Reports to report progress on fuel savings initiatives to the COR by the 15<sup>th</sup> of January, April, July and October for the previous fiscal quarter. The Fuel Savings Plan and Fuel Savings Reports shall be submitted electronically in PDF or Microsoft Word format. All documentation shall be retained by the Contractor throughout the duration of this program and available for audit upon request.

## **4.6 Notifications**

Report all incidents referenced in subparagraphs 4.6.1 through 4.6.7 below to the following parties via email immediately upon occurrence of the incident:

- COR/TOM/ODS
- Contracting Officer
- Contract Specialist
- Program Manager/Director and Deputy

When the government identifies a reportable incident, an appropriate representative will notify the Contractor, when such information will not compromise any on-going investigation. The Contractor shall then take appropriate action to meet task order/contract reporting requirements.

### **4.6.1 Investigation Reports**

#### **Performance Requirement:**

Provide immediate notification of any investigations initiated by the contractor that may potentially impact performance on the contract to the COR and TOM.

#### **Performance Standard:**

Provide immediate notification to the COR/TOM/ODS of any investigations initiated. Provide the COR and CO with the written results of any investigation conducted by Contractor relating to the services provided by this contract within 24 hours of completion. This includes any informal investigation of a contractor suspected of not complying with Section 4.3 of this PWS or of a contractor being able to maintain required license or certifications to perform services under this contract.

Investigation Reports shall be submitted electronically in PDF or Microsoft Word format. All documentation shall be retained by the Contractor throughout the duration of this program and available for audit upon request

#### **4.6.2 Vehicle Accident Reports**

*Performance Requirement:*

Provide immediate notification to the COR/TOM/ODS in the event of a vehicle accident, whether or not detainees require medical attention.

*Performance Standard:*

Provide the COR, TOMS, and CO with the written detail of any accident within 24 hours of incident. Vehicle Accident Reports shall be submitted electronically in PDF or Microsoft Word format. All documentation shall be retained by the Contractor throughout the duration of this program and available for audit upon request.

#### **4.6.3 Detainee escapes or attempts to escape while under the Contractor's care and custody**

*Performance Requirement:*

Provide immediate notification to the COR/TOM/ODS in the event of a detainee escape or attempt to escape from custody while under the Contractor's care and custody.

*Performance Standard:*

If a detainee escapes or attempts escape, (b) (7)(E) contractor shall immediately notify the COR/TOM/ODS and nearest CBP facility, providing the escapee's name, height, weight, type of clothing, and direction of flight (if known). The COR/TOM/ODS shall relay this information directly to local law enforcement agencies.

The contractor shall prepare a fully documented written report of the escape and/or attempted escape and provide to the COR, TOM, and CO within 24 hours of the incident. Escape or Attempts to Escape Reports shall be submitted electronically in PDF or Microsoft Word format. All documentation shall be retained by the Contractor throughout the duration of this program and available upon request.

#### **4.6.4 Mission Impacting Mechanical Vehicle Problems**

*Performance Requirement:*

Provide immediate notification to the COR/TOM/ODS on any mechanical vehicle problems, which might cause a delay in the transporting of detainees. This notification is required even for cases that do not require the Government to respond to the site of the incapacitated vehicle.

*Performance Standard:*

Provide the COR, TOM, and CO with the written detail of any mechanical vehicle problem which caused an actual delay in the transporting of detainees within 24 hours of incident. Mission Impacting Mechanical Vehicle Problem Reports shall be submitted electronically in PDF or Microsoft Word format. All documentation shall be retained by the Contractor throughout the duration of this program and available for audit upon request.

#### **4.6.5 Use of Force**

*Performance Requirement:*

Provide immediate notification to the COR/TOM/ODS and CO in the event of any use of force by Contractor personnel.

*Performance Standard:*

Provide a written report to the COR, TOM, and CO within 24 hours of the event that includes the following:

- Date, time and location of the event
- Device(s) used
- Name and date of birth (if known) of the subject(s)
- Nature and the extent of injuries claimed or observed
- Current location of the subject
- Any additional information as requested by the TOM.

.Use of Force Reports shall be submitted electronically in PDF or Microsoft Word format. All documentation shall be retained by the Contractor throughout the duration of this program and available for audit upon request.

#### **4.6.6 Terrorism**

*Performance Requirement:*

Notify the COR/TOM/ODS immediately of any incident related to or potentially related to terrorism or other criminal or threatening events witnessed by the contractor during the performance of their duties, such as:

- Encounter of suspected Weapons of Mass Destruction (WMD), including chemical, biological, radiological, nuclear or explosive device; or
- Encounter of documents, material or foreign currency from any country believed to be affiliated with terrorism or receipt of information indicating that a suspected terrorist or WMDs will enter or depart the U.S.

*Performance Standard:*

Provide the COR, TOM, and CO with the written details within 24 hours of incident. Terrorism Reports shall be submitted electronically in PDF or Microsoft Word format. All documentation shall be retained by the Contractor throughout the duration of this program and available for audit upon request.

#### **4.6.7 Other Reportable Incidents**

*Performance Requirement:*

In addition to terrorism related activity, the following is a list of reportable incidents that require immediate notification to an on-duty CBP supervisor or manager:

- Any death of, or injury to a Contractor employee who is on-duty
- Any conduct of a Government or contract employee witnessed by a Contractor employee that in the opinion of the employee is illegal or unethical;

- Any shooting incidents involving Contractor employees, to include unintentional discharges on or off-duty;
- The death, injury, or escape of an individual which was caused by the actions of Contractor personnel (either on or off duty) or occurred while the individual was detained in Contractor custody (including vehicle accidents or suicide attempts);
- Any assault of a Contractor employee (on or off duty) occurring in relation to his/her employment or official duties;
- Any use of contractor-issued intermediate weapon (e.g., pepper spray, collapsible steel baton) on a detainee on or off duty;
- Any event or incident that has resulted or may result in media attention;
- Unscheduled disruption of transportation services greater than 4 hours;
- Damage to Government or civilian property including but not limited to buildings, vehicles, or IT equipment;
- Loss of Contractor issued radio containing official CBP frequencies;
- Allegation of misconduct on duty including verbal, sexual, or physical abuse;
- Any on-duty accident where Government property is involved regardless of damage assessed;
- Any on duty accident when detainees are being transported;
- Any on duty accident where the damage to a Contractor transportation vehicle is significant and will disrupt transportation service;
- Any solicitation of a Contractor employee that could be construed as a “bribe”;
- Any other event that may warrant review by senior management to include heroic acts and/or public recognition (e.g., rescues), and
- Any weapon or contraband found by the Contractor during the performance of their duties.
- Refusal of detainee(s) by U.S. government entity, U.S. law enforcement agency, or foreign government.

*Performance Standard:*

Provide immediate notification to the on-duty Government Supervisor. Provide the COR, TOM, and CO with the written detail within 24 hours of incident. Other Reportable Incident Reports shall be submitted electronically in PDF or Microsoft Word format. All documentation shall be retained by the Contractor throughout the duration of this program and available for audit upon request.

**4.7 Weekly Status Reports**

*Performance Requirement:*

Provide a Weekly Status Report on contract performance and related issues to each TOM for their Sector and a compiled Weekly Status Report to the COR for all Sectors.

*Performance Standard:*

Reports are to be submitted by the close of business on Monday for the preceding work week (Monday through Sunday). Reports shall contain all contract performance activities and related metrics prescribed in the Quality Assurance Surveillance Plan (QASP). Additionally, reports shall include the results of any inspections conducted by law enforcement authorities, the status of all incidents and mitigation actions that arise in the performance of the contract. Weekly Status Reports must be submitted electronically in PDF or Microsoft Word format. All documentation shall be retained by the Contractor throughout the duration of this program and available for audit upon request.

#### **4.8 Metrics Reporting System**

*Performance Requirement:*

Provide a reporting system that permits CBP personnel to assess historical data prescribed in the Quality Assurance Surveillance Plan (QASP). This system shall provide access to a single sector's data, as well as, all sector data. The reporting system must capture daily trip log information to include the following data elements:

- Sector Name
- Route Identification Number
- Shift/Trip Identifier
- Trip Origin/Destination
- Trip Start/Completion Time
- Vehicle Mileage
- Trip Load\*
- Gender Demographics of Detainees Transported (Male/Female/Minor/UAC)
- Transport Delays (time of delay and reason)
- Number of stops (Waypoints) and stop time (from arrival to departure at a Waypoint)

\* The trip load is the maximum of passengers transported in a vehicle assigned to an assigned route per trip. Most routes have one or more waypoint stops where detainees are embarked or debarked. This metric reports the maximum number on board at any one time.

The reporting system shall enable a conversion of data to charts and graphs. No reporting system shall require the installation of software or patches on a Government computer. If a graphical user interface (GUI) device is proposed, it shall be approved by the Government. The government's role in the review/approval of this system is for utility only and should not be construed as a certification of an IT system for government applications. Any proposed reporting system shall permit the Government to retrieve data over a variety of time periods; e.g., one week, multiple weeks.

*Performance Standard:*

Data available through the Metrics Reporting System shall be certified as valid by the Contractor, stored in a secure environment, and easily exportable into a Microsoft Excel format for comprehensive analysis by CBP staff. The contractor shall ensure that historic data is



available to the Government during the contract period of performance and exportable at the end of the contract.

#### **4.9 Risk Mitigation**

##### *Performance Requirement:*

Identify, analyze and track risks as part of its risk management process. When a probability or impact of a risk to contract performance is high, the Contractor will prepare a risk mitigation plan in an effort to avoid or reduce the risk before the event. Alternatively, if the government identifies a high probability or impact risk of contract performance, the government may direct the contractor to conduct risk mitigation planning.

##### *Performance Standard:*

Risk Mitigation Status Reports shall be provided to the COR on the 25th calendar day of each month. At a minimum, the report shall address: risk identification, risk quantification and classification, to the Government. The report will describe the status of mitigation activity for risks that have required the development of a risk mitigation plan. Risk Mitigation Status Reports shall be submitted electronically in PDF or Microsoft Word format. All documentation shall be retained by the Contractor throughout the duration of this program and available for audit upon request.

#### **4.10 Environmental, Safety and Occupational Health (ESOH)**

##### *Performance Requirement:*

The policies, procedures, and guidelines for the environmental health program are intended to evaluate and eliminate or control as necessary, sources of injuries and modes of transmission of agents or vectors of communicable diseases.

##### *Performance Standard:*

Recognized standards of hygiene are provided by: American Correctional Association, Occupational Safety and Health Administration, Environmental Protection Agency, Food and Drug Administration, National Fire Protection Association's Life Safety Code, and the National Center for Disease Control and Prevention. Appropriate activities shall be incorporated into the Logistics Support Plan to evaluate and eliminate or control as necessary, sources of injuries and modes of transmission of agents or vectors of communicable diseases.

#### **4.11 Technical Requirements**

The Contractor shall comply with the following Technical Requirements:

##### **4.11.1 Use of One vs. Two Transportation Officers (TO)**

##### *Performance Requirement:*

TOs may only transport up to the maximum number of detainees permitted by the vehicle's rated capacity. Appendix B indicates the number of TOs that are required for a given route, which is based on the transport capacity of the vehicle used and the nature of the route. Under normal circumstances, the following requirements on the number of TOs apply:

ONE TRANSPORTATION OFFICER:

When using low transport capacity vehicles, one TO shall be used when the following conditions apply:

- Other TOs and/or CBP Agents/Officers will be present at origin and destination locations (i.e. field-to-station pickups, voluntary return runs) so that the single TO will not be responsible for moving subjects outside the vehicle without assistance by other TOs and/or Government Agents/Officers.
- If a lone TO transports an unaccompanied female detainee or an unaccompanied juvenile, he/she shall maintain regular electronic voice communication with a Contractor supervisor, radio operator, or other Government personnel at a separate location, insofar as technologically possible. At a minimum, communication shall include the TO's or unit's identity, route of travel, current location, and mileage at both the starting and ending location, as a security precaution.

#### TWO TRANSPORTATION OFFICERS:

All high and medium transport capacity vehicles require two TOs. (b) (7)(E)

Low transport capacity vehicles require two TOs only when the following conditions apply:

- The demeanor of a detainee is either known or suspected of being combative or assaultive;
- Transporting detainees to facilities for administrative or criminal proceedings (these routes are noted in Appendix B)

Any questions regarding the application of any transportation guidelines should be directed to the COR.

When sufficient transportation is available and practical, minors and UAC should not be transported in the same vehicles as the adult detainee population. However, when separate transportation is not available and practical, unaccompanied minors shall be separated from unrelated adult males by a separate passenger compartment or an empty row of seats.

In addition, when transporting unaccompanied females in a secured medium or high mission capacity vehicle, they must be segregated from the adult male population. Questions regarding the application of any transportation guidelines should be directed to the COR.

#### Performance Standard:

Contractor shall comply with the guidelines as to when the Contractor should use one or two Transportation Officer(s) to escort persons detained pursuant to the authority granted Government personnel under the Immigration and Nationality Act and/or other relevant statutes. All other established procedures and guidelines remain applicable and shall be followed.

#### **4.11.2 Custody of Detainees**

#### Performance Requirement:

The Contractor is required to maintain constant vigilance and control over detainees while in their custody until they turn over custody of the detainees to an authorized Government Agent/Officer.

Performance Standard:

The Contractor may not release a detainee from a vehicle unless there is a Government Agent/Officer present to assist with movement of the detainees outside the vehicle and/or take custody of the detainees. Voluntary Returns at Ports of Entry will be verified by a Government Agent/Officer.

#### **4.11.3 Vehicle's Interior Security Specifications**

Performance Requirement:

Vehicles used to transport detainees must be of adequate design with features and equipment to ensure security. Vehicles shall comply with Federal regulations referenced under Section 3 of this PWS and include the following capabilities:

- Separate and safely secure the driver/driving team from the detainees.
- Secure partition between the front and rear passenger compartment.
- Physical separation between males and females and unaccompanied juveniles.
- Physical separation of detainees from their personal property.
- Vehicles must have a minimum of three (3) cubic feet of storage space per each passenger seat to securely store detainees' personal property. (Detainees generally travel relatively light and carry their personal property in backpacks.)
- A secure lock box for detainee records.
- Doors and windows unable to be opened from inside of the detainee compartment
- Escape prevention systems (e.g., cages and bars).
- Audible alarm system to detect tampering with or opening the vehicle's emergency hatch, if installed IAW DOT regulations.
- Heating, cooling and ventilation of the transport vehicle adequate to operate reliably in desert environments for the duration of each shift.
- Vehicle navigation and communications systems that are capable of immediately notifying Federal law enforcement officials in the event of a detainee escape.
- Video recording system to document both driver team and detainee status during daytime or nighttime operations. Video coverage and quality should be sufficient to allow for post-operation review and audit of any incident.
- Lavatories in medium and high transport capacity vehicles.
  - Any vehicle transporting detainees on a route of three hours or more must have a properly installed toilet facility, which therefore necessitates the use of a medium or high transport capacity vehicle. Appendix B annotates all routes that are over three hours in duration.

Performance Standard:

Vehicle interior security specifications shall fully comply with specified vehicle features in functionality and operational status. The government must approve the design prior to the contractor placing any detainee transport vehicles in service.

**4.11.4 Vehicle Operating Condition, Security and Cleanliness (Exterior and Interior)**

Performance Requirement:

Vehicles shall be maintained in good repair to ensure safety and serviceability and shall comply with inspection requirements in accordance with applicable federal regulations referenced under Section 3 of this PWS. Vehicle security features must be maintained in good serviceable condition.

Vehicle interiors must be inspected daily and have no dirt, dust, trash, graffiti, stains, gum, or any kind of residue on any interior surface. The contractor shall wash the interior and exterior of low and medium capacity vehicles on a bi-weekly basis, and bio-wash all vehicle sizes on a monthly basis (low, medium, and high). A bio wash is an interior cleaning event that uses a concentrated hospital grade liquid detergent, cleaner, sanitizer, fungicide, and mildew stat to aid in the prevention of communicable disease.

Contractors are required to have their vehicles fueled and inspected prior to the start of their routes. Security inspections (i.e. contraband/weapons) before detainees board and after they depart are included in labor hour estimates for each shift.

The contractor is responsible for stocking each transport vehicle with appropriate consumables (water/cups, first aid kits, blood borne pathogen kits, latex gloves, fire extinguishers, etc.) that will allow their TOs to effectively perform their missions. The Government will provide detainee meals (i.e. sack lunch) for long distance transport runs as needed.

Performance Standard:

Vehicle security features must be approved by the designated Government representative prior to operation. The contractor shall conduct a pre and post-shift check of the interior and exterior of each vehicle using a checklist and noting any defect that may render the vehicle unsafe or inoperable. Should any inspection reveal deficiencies in vehicle cleanliness, safety, security, or appearance, the vehicle shall not be used until the deficiencies are resolved. Daily inspection records must be available for the government to audit upon request.

**4.11.5 Use of Privately Owned Vehicles**

Performance Requirement:

Contractor shall not allow employees to use their privately owned vehicles to transport detainees.

Performance Standard:

Only official vehicles designed for secure transport of detainees may be used to transport detainees.

**4.11.6 Being Armed While in the Secured (Caged) Portion of the Vehicle**

Performance Requirement:

Transportation Officers shall be armed with lethal and non-lethal force consistent with the CBP Use of Force Policy referenced in Section 3 of this PWS. (b) (7)(E)

Performance Standard:

(b) (7)(E)

#### **4.11.7 Medical Escort Officer Security Objectives**

Performance Requirement:

The Contractor shall provide Medical Escort Officers (MEO) to secure physical custody of detainees at medical facilities from the time the Contractor accepts custody of the detainees from a Government Agent/Officer until custody of the detainees are properly transferred back to a Government Agent/Officer. Adequate secure custody of detainees requires physical control of the detainee at all times. The physical control of the detainee shall be sufficient to prevent escape, especially where the detainee is not restricted within the confines of a detention facility (cell) and/or restrained using restraining devices. The Contractor is responsible for maintaining constant guard and observation of detainees at all times, in accordance with the following:

A minimum of two MEOs per detainee are required for the purposes of maintaining security. The TOM shall have the authority to determine an increase in the amount of contracted MEOs when necessary, but may not reduce the number of guards assigned to monitor a single detainee to less than two. A ratio of MEOs may be determined by the TOM to guard multiple detainees within an immediate area. The configuration of the medical facility and a risk assessment by the TOM may also alter the ratio of MEOs for detainees needed to ensure compliance with hospital policy.

At least one MEO should be of the same gender as the detainee in custody. If not operationally feasible, the TOM shall be consulted for further direction. These duties will be coordinated with and at the direction of the TOM, or designated representative.

All preparations must be completed before guards are required to start work and report to the medical facility immediately upon notification by the COR or TOM. Assume physical responsibility of the detainee upon arrival to the medical facility.

All existing forensic policies of medical facilities should be followed. Furthermore, MEOs must comply with any additional standards regarding medical facility policies that are provided to the Contractor by the Government during performance of the task order/ contract.

No detainees are allowed visitors not approved by a CBP supervisor. Questions regarding visitors shall be directed to the TOM when on-duty, and alternatively, to an On-Duty-Supervisor (ODS).

Employees must undergo orientation to be utilized in providing the service herein described. The orientation must be sufficient to ensure all employees understand and are capable of performing the duties outlined in the terms and conditions of this contract.

Accept all detainees to be guarded throughout the delivery of medical treatment at a medical facility unless the Contractor notifies the Government that they have concerns guarding a

particular individual and reasons for their concern. (If concerns regarding a detainee are raised, immediate notification of the COR or TOM via the established communication protocol for further guidance is required.) This shall include escort and guard services, at all times, while under treatment in a medical facility as directed by the TOM or ODS. In exceptional cases, the TOM or ODS may make a determination that a detainee is unsuitable for Contractor guard services. Detainees may be considered unsuitable for Contractor guards for a variety of reasons, such as, the potential for violence, whether the detainee is deemed a high risk for an escape attempt, and/or notoriety (i.e. witnesses to serious crimes). If a detainee is considered unsuitable for Contractor guards by the TOM or ODS, the detainee will be escorted and guarded by Government Agents/Officers. The TOM or ODS may revise an initial determination of Contractor guard suitability at any time, and effect the corresponding change in MEOs at a practicable time. At no time in the Contractor's execution of treatment shall a detainee be without escort and guard service.

Medical Escort Officers are not required to possess a Commercial Driver Licenses.

*Performance Standard:*

Contractor shall ensure that Medical Escort Officer security objectives are met safely, efficiently, and any actions taken are compliant with applicable regulations. All other established procedures and guidelines are still applicable and shall be followed.

#### **4.11.8 Communications Systems**

*Performance Requirement:*

Establish an internal communications system that has direct and immediate contact with all vehicles and post assignments, including a communications system, which has direct and immediate contact with the Contractor supervisor, and the COR or TOM.

The current contract uses the vehicle-mounted (b) (7)(E) which is compatible with the Border Patrol radio network. However, CBP will not dictate specific makes/models of radios. Contractors may use alternative radios if they have similar power and frequency ranges. CBP will provide the contractor with Border Patrol frequencies, which the contractors can program into their radios. Contractor radios will be (b) (7)(E) Contractors are required to furnish their own vehicle radios. Portable radios are not required; however, the Contractor must also have a secondary means of communication (i.e. cell phone).

*Performance Standard:*

Upon demand, the COR or TOM shall be provided with the current location and status of all vehicles and employee post assignments.

#### **4.11.9 Immediate Medical Attention**

*Performance Requirement:*

The most expedient action must be taken to ensure the impacted detainee receives immediate medical attention in the event that a medical emergency arises while transporting a detainee.

*Performance Standard:*

Contractor personnel must be certified with a minimum of 8 hours in basic emergency medical training such as First Aid and CPR. The Contractor shall communicate the situation to the TOM/ODS for further direction.

#### **4.11.10 Secure Document Delivery**

##### **Performance Requirement:**

When the Government provides documents (i.e. 'A' files) to a Contractor for safe and secure transport along with the detainee(s), the documents must be delivered to an authorized recipient. Contractors are required to furnish their own government approved lock-boxes in their transport vehicles as per section 4.11.3.

##### **Performance Standard:**

The Contractor shall ensure the material is properly secured in a government approved lock-box, kept confidential, and not viewed by any person other than the authorized recipient.

#### **4.11.11 Language Skills**

##### **Performance Requirement:**

Proficiency in the Spanish language is required.

##### **Performance Standard:**

A minimum of one Contractor performing each transportation, medical escort and/or facilities guard service activity must be proficient in the Spanish language (sufficiently proficient in the Spanish language to carry out all transportation and security duties under this contract that includes providing oral directions, responding appropriately to questions posed by Spanish-speaking detainees and assessing the status and condition of the detainees).

#### **4.11.12 Citizenship and Residency for Employees**

##### **Performance Requirement:**

U.S. citizenship and residency in the United States is required for all employees and subcontractors working on this contract.

##### **Performance Standard:**

Contractor must be able to provide proof of U.S. citizenship for its employees and subcontractors upon request.

#### **4.11.13 Detainee Personal Property Management**

##### **Performance Requirement:**

Maintain 100 percent accountability and control for personal effects that are to be disposed of by the agency or returned to an owner or authorized agent at a later date. Contractors may be required to collect and handle the personal effects of the detainee at the location of detention.

##### **Performance Standard:**

The Contractor maintains 100 percent accountability and control for detainee personal effects while they are in transit. The following policy guidance applies:

- The Contractor transportation team shall not accept for transport any personal property belonging to the detainee that constitutes a threat to the safety and security of the other detainees, officers, or transportation vehicle.
- Detainees' personal property shall be thoroughly searched by the Contractor prior to accepting the property, unless the property is properly sealed in a government provided tamper-proof container initialed by the detainee.
- Detainees' personal property should remain locked in the vehicle storage compartments during the entire transit.
- The contractor may implement an internal policy that enhances the current Government policy above to ensure effective management of detainees' personal property.

#### **4.11.14 Vehicle Operations**

##### Performance Requirement:

Transportation officers shall comply with all state and federal motor vehicle regulations referenced under Section 3 of this PWS including, but not limited to:

- Wearing a seat belt when the vehicle is moving
- Holding a valid state-issued CDL with a 'P' Passenger endorsement if driving a vehicle size which requires one;
- Remain seated while the vehicle is in motion
- Keep the cage doors locked whenever detainees are on board
- The assistant driver (if available) is responsible for detainee oversight during transport
- Must maintain a clear view of the entire vehicle compartment and remain alert for behavior that could jeopardize safety and security
- Detainees shall not have access to any personal baggage or packages while in transit
- Driving defensively, taking care to protect the vehicle and occupants, and obeying all traffic laws.

Driving under the influence of drugs or alcohol is prohibited. In addition to any other random testing as part of a drug-free workplace program, all officers assigned to transportation are subject to the U.S. Department of Transportation (DOT) drug and alcohol testing program.

##### Performance Standard:

Contractor shall ensure that vehicles are operated in accordance with all performance requirements and complete control of vehicles is maintained at all times.

#### **4.12 Operational Capability Requirements**

##### **4.12.1 Transportation, Facility, and Medical Escort/Guard Services**

##### Performance Requirement:

Provide all such transportation services as may be required to transport detainees securely and directly to locations as directed by the TOM or ODS. While most transports occur within a designated Sector as their normal area of operation, transport missions may also be assigned



transporting detainees from one Sector to another. Shifts will typically be assigned for eight or ten hour duration. Periodically, operations will be required to the maximum allowed by Federal Motor Carrier Safety Regulations (49 CFR Part 395).

The primary function of the contractor-provided officers is transportation, however, when the contractor employees are not providing transportation services, the contractor shall be assigned to supplement the Government's security forces with guard services within the designated area of responsibility or to perform on-call security duties as requested by the TOM or ODS.

Transportation Officers provide guard services at facilities to include the following: security and control of detainees grouped at or inside a facility while CBP Agents or Officers are processing individual detainees, security checks on detainees who are in hold rooms, providing food and water to detainees, security pat downs of detainees, detainee property management (inventory and control).

The Contractor may be tasked to transport detainees on short notice due to emergencies. For example, if there is a flood impacting operations in one of the Sectors, CBP may task the Contractor to evacuate detainees to a safer location.

*Performance Standard:*

All transportation and security objectives shall be met through compliance with all applicable state and federal regulations as well as the policies and procedures included in Section 3. In addition, the Contractor shall comply with any additional standards and guidelines regarding the use of force, the use of restraints and escort standards that are provided to the Contractor during performance under the task order/contract.

**4.12.2 Operational Availability**

*Performance Requirement:*

Provide operational availability of vehicle transport, Transportation Officers, and Medical Escort Officers defined by a required capacity in operational hours. Appendix A identifies the base of operational hours required for transport and Transportation Officer labor at each Sector. Appendix B describes the Concept of Operations (CONOPs) typically supported by the CBP mission support base. Each month the required operational hours are allocated to a Transportation Plan for each Sector. While specific mission support assignments may change from month to month in the Transportation Plan the base support will remain within the allocated operational hours. Appendix B represents the requirements to prepare the Transportation Plan for the first month of the contract.

The contractor shall determine the number of transport vehicles to equip and use under this contract to include redundancy and reserve vehicles. The level of redundancy or reserve vehicles that are necessary will vary based on the maintenance concept chosen by the Offeror to meet the Performance Requirements. The most notable Performance Requirements impacting the number of vehicles required are Mission Achievement Performance Requirements for a minimum of 95% Operational Responsiveness and 90% Route Change Implementation as well as 15% Mission Support Surge Capability. The maintenance concepts and how they contribute to attaining the Performance Requirements shall be described in the Logistics Support Plan in accordance with Section 5.2 of this PWS.

Performance Standard:

All transportation and security objectives shall be met through compliance with all applicable state and federal regulations as well as the policies and procedures included in Section 3. In addition, the Contractor shall comply with any additional standards and guidelines regarding the use of force, the use of restraints and escort standards that are provided to the Contractor during performance under the task order/contract.

**4.12.3 Mission Support Surge Capability**

Performance Requirement:

Provide up to a 15% planned surge in mission support over the Mission Support Base in a given Sector in any given month. A surge may be ordered in one or more Sectors at a time and for one or more months. However, the total amount of surge beyond the Mission Support Base in a given year across the entire contract is not expected to exceed 5% of the contract's total annual base operational hours.

The surge must be pre-approved and will be incorporated into the upcoming monthly Transportation Plan for the affected Sector(s). The 15% surge is defined by additional operational hours required for transport and labor at the affected Sector(s). However, it represents a surge from that Sector's Mission Support Base. Surge missions are typically similar to the CONOPs described in Appendix B. Additional vehicles should not be needed to support surge missions and would use the existing fleet supporting the Mission Support Base. In short, the surge concept can be summarized as temporarily running the existing fleet harder within the normal area of base operations.

Performance Standard

All transportation and security objectives shall be met through compliance with all applicable state and federal regulations as well as the policies and procedures included in Section 3. In addition, the Contractor shall comply with any additional standards and guidelines regarding the use of force, the use of restraints and escort standards that are provided to the Contractor during performance under the task order/contract.

**4.12.4 Mobile Transport Response Team Capability**

Performance Requirement:

Establish a Mobile Transport Response Team (MTRT) capability in the following four Sectors: Del Rio, Laredo, Rio Grande Valley, and Tucson. The MTRT will utilize existing base contract Transportation Officers and vehicles that can rapidly deploy with high, medium, or low capacity transportation outside of their base Sector to support enhanced CBP operations in the five listed Sectors. The MTRT concept can be summarized as temporarily running the existing fleet in locations outside the normal area of base operations. MTRT deployments will typically last about one month in duration. Generally, only vehicle types where the receiving Sector already has suitable maintenance facilities for that type of vehicle will be deployed in an MTRT. For example, a medium capacity vehicle would not be involved in an MTRT deployment where the receiving Sector does not already have the means to maintain medium capacity vehicles.

Any MTRT deployments must be pre-approved by the CO and are typically similar to the CONOPs described in Appendix B. Additional staff and vehicles should not be needed to support MTRT deployments, which would leverage existing resources supporting the Mission Support Base. The contractor will work with the COR to determine which Mission Support Base routes would therefore have to be re-prioritized to support an MTRT deployment.

Generally, most MTRT deployments will occur in a Sector where an adjacent Border Patrol Sector operating in the same state can provide support. For example, Rio Grande Valley Sector may require MTRT deployment support from the Laredo Sector – both based in Texas. This will therefore minimize the need for additional driver and vehicle licensing for cross-state operations.

The following table lists all of the possible MTRT deployments:

<b>Sector Loaning MTRT Support</b>	<b>Sector Receiving MTRT Support</b>	<b>Notes</b>
DRT	LRT	Same state
DRT	RGV	Not an adjacent sector but in the same state
LRT	RGV	Same state
TCA	EPT	Is an adjacent sector but not all in the same state
TCA	YUM	Same state
RGV	LRT	Same state

**Performance Standard:**

An MTRT must be capable of 7/24 transport operations for a designated period that may extend weeks or months. To support this function, the Contractor would temporarily relocate Transportation vehicles and Transportation Officers from the supporting Sector to the sector where an existing operation requires MTRT activation. The operational hours for the vehicles and contract staff would be reduced from the supporting Sector to the receiving Sector and operations adjusted accordingly. The contractor must provide for cross-state licensing and certification to ensure flexibility of operations.

#### **4.13. Meetings, Conferences, and Briefings**

The Contractor shall attend, participate in and provide input to meetings, conferences and briefings that relate to the contracted function and services. Scheduled meetings shall include:

- Monthly meetings at each Sector. At a minimum, attendance will include the contract Sector Manager who will meet with the government Task Order Monitor for that Sector. The purpose will be to review contract performance for the current month and to establish requirements for the upcoming monthly transportation plan.
- Quarterly Program Management Reviews (PMR). At minimum, attendance will include the contract Program Manager and the contract Sector Manager for each Sector who will meet with the government Program Manager, COR and the Task Order Monitors for each Sector. The primary purpose will be to review program and contract performance for the preceding quarter. Typically, the PMR will be held at a rotating site in one of the Sectors.

Special meetings may also be scheduled to address contract issues that may arise. Meetings may start or end outside of normal working hours and any travel costs associated with Government required meetings, conferences, and briefings would be paid for by the Government in accordance with Section 12, Special Considerations; Sub-paragraph 12.2, Travel. The Contractor shall provide a verbal or written report of meetings, conferences or briefings at the request of the COR within two (2) workdays after meeting completion. Meeting, Conference, or Briefing Reports must be submitted electronically in PDF or Microsoft Word format. All documentation shall be retained by the Contractor throughout the duration of this program and available for audit upon request.

## 5. DELIVERABLES AND DELIVERY SCHEDULE:

All deliverables shall be provided to the government for approval as scheduled below and in accordance with the instructions specified in the corresponding Sub-Task Reference

<i>Item</i>	<i>Deliverable</i>	<i>Timing</i>	<i>Sub-Task Reference</i>	<i>Due To</i>	<i>Format</i>
1	Program Management Plan	Due within 30 days of contract award and updates annually thereafter	5.1	COR	PDF or MS Word
2	Logistics Support Plan	Due within 30 days of contract award and annually thereafter	5.2	COR	PDF or MS Word
3	Standard Operating Procedures (SOPs)	Due within 30 days of contract award and annually thereafter. New SOPs provided as required.	5.3	COR	PDF or MS Word
4	Fuel Savings Plan	Due within 30 days of contract award.	4.5	COR	PDF or MS Word
5	Fuel Saving Report	Quarterly on the 15th of January, April, July and October for the previous fiscal quarter	4.5	COR	PDF or MS Word
6	Risk Mitigation Plan	As needed, on the 25th calendar day of each month until closed	4.9 and 5.1	COR	PDF or MS Word
7	Sector Transportation Plans	Monthly, on the 25th calendar day of each month	4.4	TOM or ODS	PDF or MS Word

<i>Item</i>	<i>Deliverable</i>	<i>Timing</i>	<i>Sub-Task Reference</i>	<i>Due To</i>	<i>Format</i>
8	Notification	Immediate	4.6	COR/TOM/ODS Contracting Officer Contract Specialist Program Manager/Director Deputy Program Manager/Director	Email
9	Investigation Reports	Within 24 hours of completion of the investigation	4.6.1	COR/TOM/ODS	PDF or MS Word
10	Vehicle Accident Reports	Within 24 hours of the incident	4.6.2	COR/TOM/ODS	PDF or MS Word
11	Detainee Escapes or Attempts to Escape Report	Within 24 hours of the incident	4.6.3	COR/TOM/ODS	PDF or MS Word
12	Mechanical Vehicle Problem Report	Within 24 hours of the incident	4.6.4	COR/TOM/ODS	PDF or MS Word
13	Use of Force Report	Within 24 hours of the incident	4.6.5	COR/TOM/ODS	PDF or MS Word
14	Terrorism Report	Within 24 hours of the incident	4.6.6	COR/TOM/ODS Contracting Officer	PDF or MS Word
15	Other Reportable Incident Report	Within 24 hours of the incident	4.6.7	COR/TOM/ODS	PDF or MS Word
16	Status Report	Weekly	4.7	COR and TOM	PDF or MS Word
17	Metrics Reporting System	Weekly	4.8	All users identified by Government	Contractor Format Data exportable to MS Excel
18	Meetings, Conferences and Briefings Input	As needed, five workdays prior to the meeting, conference or briefing	4.13	COR/TOM/ODS Contracting Officer	PDF or MS Word
19	Meetings, Conferences and Briefings Attendance	As needed	4.13	n/a	PDF or MS Word
20	Meetings, Conferences and Briefings Reports	As needed, within 2 workdays after the completion of the	4.13	COR/TOM/ODS Contracting Officer	PDF or MS Word

<i>Item</i>	<i>Deliverable</i>	<i>Timing</i>	<i>Sub-Task Reference</i>	<i>Due To</i>	<i>Format</i>
		meeting, conference or briefing			

**5.1 Program Management Plan** – The Contractor shall develop a Program Management Plan (PMP) for services described in the PWS that provides an integrated Program Management approach that will drive efficiency and process improvement. The Contractor shall submit a Program Management Plan to the COR within 30 days after contract award. The Program Management Plan shall be submitted electronically in PDF or Microsoft Word format. All documentation shall be retained by the Contractor throughout the duration of this program and available for audit upon request

The PMP shall include organizational structure, program management systems and procedures, program milestones, schedule of deliverables, responsibilities and authority of senior staff associated with this effort. The PMP shall outline the methodology for managing tasks, risks, quality, schedule, and business relations. The program management support structure should fully integrate and leverage all skills and work with various functional areas in evaluating existing processes and identifying process improvement opportunities to drive business results (i.e. cost reductions, operational efficiencies, adequate controls, etc.). Separate Appendices will be attached to the PMP to address the following topics:

- **Subcontractor** – management and business relations.
- **Communications** – Internal and external.
- **Staffing** – Describe quantitatively and qualitatively, manpower requirements to support the capability. Identify any manpower constraints. Estimate hours and labor mix for each labor category by Sector (for both key and non-key personnel). Identify qualification criteria for each labor category in terms of skill, experience, and certifications. Provide a matrix of supervisory personnel positions for each Sector that further describes actual qualifications for skill, experience, certifications, and currency. In addition, provide a résumé for all key personnel.
- **Risk Management** – identify the methodology for identifying operating constraints and plans for reducing risk and achieving performance objectives. Address risk reporting, risk identification, risk quantification and classification, procedures for handling risk, and communication of risks to the Government. Describe procedures for the contractor to develop and report the status of mitigation activity via a Risk Mitigation Plan for specific risks identified by the contractor or government. Applicable section: 4.9, Risk Mitigation.
- **Training** – Describe the criteria and plan for obtaining timely effective training for

operators and maintainers, including the development of training aids, devices, and curricula. Content shall include initial training, and currency training. Applicable section: 4.3.1, Personnel Qualification Compliance and 4.3.2, Policies and Procedures Compliance.

- **Quality Assurance** – Describes how the QA and supporting monthly surveillance checklist shall align with the Quality Assurance Surveillance Plan (QASP) for all services. The Contractor shall perform their own monthly assessment of quality, schedule, business relations, and management.
- **Metrics Reporting** – Describe the approach to review operational and other information to contract and program performance. Provide an auditable process for certification and verification of data. This report system permits Government personnel to assess performance against the PWS and review other operational information as specified that measures efficiencies and operational effectiveness. Applicable sections: 4.7, Weekly Status Report and 4.8, Metrics Reporting System.
- **Transition In and Out** – Identify and discuss the roles and responsibilities of the incumbent contractor, the new contractor and the Government. Provide the rationale to accomplish the plan, its appropriateness, and how well the approach promotes a seamless transition from the incumbent. The plan shall be thorough, providing Sector by Sector details so that there will be minimum service disruption to vital Government business. The Contractor shall describe procedures for initial deployment and fielding to meet contract requirements.

**5.2 Logistics Support Plan** – The Contractor shall submit a Logistics Support Plan to the COR within 30 days after contract award. The Logistics Support Plan shall be submitted electronically in PDF or Microsoft Word format. All documentation shall be retained by the Contractor throughout the duration of this program and available for audit upon request

The Contractor shall provide a detailed plan of the resources necessary (people, equipment, property, and information technology) to meet the required performance requirements and standards, and plan to account for adjustments made during the period of performance as various operational decisions are made based on the existing threat. This includes overarching goals for reliability, availability, and maintainability that translate into specific support and long range performance. The logistics support plan shall include specific explanations of quantitative and qualitative goals consistent with operational performance standards. The Contractor shall fully describe the supply support concept including the provisioning process, vehicle replacement cycle, and organic or third party logistics support. The Contractor shall describe the approach for the identification, selection, and acquisition of all required support equipment. The Contractor shall describe to what extent its proposed fleet will use cost-effective vehicles with low greenhouse gas emissions and/or alternative fuel vehicles to comply with the goals established in Executive Order 13514 “Federal Leadership in Environmental, Energy, and Economic Performance” (October 5, 2009). As an alternative, the Contractor may describe in detail its plan on how it would achieve these

objectives over the life of the contract and to what degree. The Logistics Support Plan must also include the following components:

- **Fleet Maintenance** – Describe the activities and events to be conducted to achieve maintainability goals including explicit definition of the maintainability goals. Include a detailed description of the maintenance concept, the collection of maintenance data, maintenance activities based on level of complexity (to include preventive maintenance), level of effort and availability of assets.
- **Facilities/Infrastructure** – Describe, quantitatively and qualitatively, facilities and infrastructure requirements to support the capability (transport and contract staff) including any environmental and space allocation constraints. Content will include determinations of facility design and locations to optimize the efficiency of operations.

Applicable sections: 4.2, Mission Achievement, 4.4 Monthly Transportation Plan, 4.5 Fuel Savings Plan, 4.10 ESOH, 4.11 Technical Requirements, and 4.12 Operational Capability Requirements.

**5.3 Standard Operating Procedures (SOPs)** – The Contractor shall submit SOPs to the COR within 30 days after contract award. The SOPs shall be submitted electronically in PDF or Microsoft Word format. All documentation shall be retained by the Contractor throughout the duration of this program and available for audit upon request.

Detail procedures and protocols that contract staff will adhere to safe, effective and compliant operations. The sources for developing SOPs include CBP policies, federal standards, and best practices. At a minimum SOPs shall include:

- **Personal Property Procedures Plan of Detainees** – Procedures for managing personal property of detainees. Content shall include: search procedures, identification and handling of contraband or dangerous material, security, record keeping.
- **Placement and Securing of Detainees in Vehicles** – Procedures for placing and securing detainees in vehicles. Content shall include procedures for separation of gender, families, unattended minors and record keeping.
- **Detainee Pickup** – Procedures for picking up and transferring detainees. Content will include: required documents, identification, and procedures for assuming custody.
- **Use of Force** – Procedures for use of force and compliance with CBP Use of Force policies. Content shall include: standards, procedures, training and certification requirements, physical restraints and equipment.

Applicable sections: 4.3 Professionalism, Safety, and Security, 4.6 Notifications, 4.11 Technical Requirements, and 4.12 Operational Capability Requirements.

## **6. GOVERNMENT-FURNISHED PROPERTY, EQUIPMENT AND INFORMATION:**

The Government will provide POV parking to Contractors that report to duty directly to a CBP facility as space permits per each location. The Government will also provide all contracted detainee transportation vehicles with a designated parking space and/or pick-up/drop-off point at



each location. The Contractor is responsible for providing all facilities and equipment required to support Contractor daily operations, however, the Contractor is not required to provide detention facilities. All detention services will be performed at Government facilities.

## **7. PLACE OF PERFORMANCE:**

The place of performance shall be at designated CBP field locations as outlined in the attached Appendices B and C in this document.

## **8. PERIOD OF PERFORMANCE:**

The period of performance shall be a one (1) year base period and four (4) option year periods.

## **9. SECURITY:**

### **9.1 Controls**

The Contractor shall comply with the DHS administrative, physical and technical security controls to ensure that the Government's security requirements are met.

### **9.2 Identification Badges**

All Contractor employees shall wear Contractor provided, tamper proof photo identification badges when working in Government facilities.

### **9.3 Security Background Data**

Contractor must perform a comprehensive pre-employment screening of all employees to include at a minimum, the following: psychological testing, honesty and integrity testing, employment verification, identity verification, criminal records checks, credit check, driver's license check, pre-employment and random drug screening on all personnel performing under this contract. The Contractor shall continue to monitor each existing employee's suitability to perform the duties described in this PWS on an annual basis. Employees or candidates determined to have questionable or unsuitable backgrounds shall not perform the duties listed in this PWS.

Successful background and/or other security investigation with no derogatory references or convictions to include a favorable suitability determination rendered by the Sector Security Officers; prospective employees must fully complete the SF-85P and SF-85PS along with an Authority to Release. Additionally, personnel are subjected to National Crime Information Center (NCIC), Treasury Enforcement Communication System (TECS), Citizenship and Immigration Services (CIS), and state databases for a suitability determination by the Sector Security Officer.

### **9.4 Notification of Personnel Changes**

The Contractor shall notify the COR, TOM and CO via phone, FAX, or electronic transmission, no later than one work day after any key personnel changes occur. Written confirmation is required for phone notification. This includes, but is not limited to, name changes, resignations, terminations, and reassignments (i.e., to another contract.)

### **9.5 Separation Procedures**

In accordance with Customs Directive No. 51715-006, "Separation Procedures for Contractor Employees," the Contractor is responsible for ensuring that all separating employees complete relevant portions of the Contractor Employee Separation Clearance, Customs Form 242. This requirement covers all Contractor employees who depart while a contract is still active (including resignation, termination, etc.) or upon final contract completion. Failure of a Contractor to properly comply with these requirements shall be documented and considered when completing Contractor Performance Reports.

#### **9.6 General Security Responsibilities during Performance**

The Contractor shall ensure that its employees follow the general procedures governing physical, environmental, and information security described in the various DHS regulations pertaining thereto, good business practices, and the specifications, directives, and manuals for conducting work to generate the products as required by this contract.

### **10. QUALITY ASSURANCE SURVEILLANCE PLAN:**

Quality Assurance Surveillance Plan: See Attachment 3

### **11. SPECIAL CONSIDERATIONS:**

#### **11.1 Changes to the PWS**

No changes to the PWS or cost increases shall be incurred without written prior approval of the CO as coordinated by the COR. Any changes or cost increases will not take effect until the CO executes a written modification.

#### **11.2 Travel**

The Government will not reimburse the Contractor for travel to the primary place of performance. The local commuting area is defined as a temporary duty outside of the "primary place of performance", but within the vicinity surrounding it; and if the site is a minimum driving distance of less than 50 miles by the most direct route from the primary place of performance, the site is considered to be a part of the local commuting area.

Written approval from the COR to the contractor shall be required for all travel outside the place of performance. Long distance travel shall be performed on an as needed basis upon the written authorization of the COR. Every effort will be made to obtain economic airfares. Travel and per diem costs are reimbursement in accordance with Federal Acquisition Regulation (FAR) 31.205-46, the Federal Travel Regulations and in accordance with acceptable accounting procedures. A not to exceed (NTE) travel budget shall be established upon contract award to be managed by the contractor and the contractor is required to notify the COR upon a 75 percent expenditure of travel budget.

#### **11.3 Non-Disclosure of Information**

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known

in any manner to any persons except as may be necessary in the performance of the task.  
Contractors may be required to sign Non-Disclosure statements.

**APPENDIX A – Operational Availability Hours for CBP Mission Support Base**

The following table lists each Border Patrol Sector's estimated weekly required vehicle transport capacity, vehicle operational hours, and labor operational hours for both Transportation Officers and Medical Escort Officers.

<b>Border Patrol Sector</b>	<b>Mission Transport Capacity &amp; Weekly Vehicle Operational Hours</b>			<b>Weekly Labor Operational Hours</b>	
	<b>HIGH</b>	<b>MED</b>	<b>LOW</b>	<b>Transport</b>	<b>Medical<sup>3</sup></b>
DRT Weekly Hours	<b>(b) (4)</b>				0
EPT Weekly Hours					0
LRT Weekly Hours					0
RGV Weekly Hours					0
SDC Weekly Hours					0
TCA Weekly Hours					0
YUM Weekly Hours					0
<b>Total Weekly Hours</b>					<b>0</b>

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<sup>3</sup> Provided for future requirements

## APPENDIX B – CONOPs for CBP Mission Support Base

The following two tables list the route details for each Border Patrol Sector. Each sector may have multiple Route IDs, which may have one or more routes (Quantity) running concurrent or overlapping shifts. The locations listed in the CONOPs define the route's primary base of operations.

The table below provides examples of various types of shifts to show where overlapping shifts may occur on a given route:

### Appendix B – Example Shift Types

<p>A route with two 8-hour shifts would generally have each shift overlap as follows:</p> <p><b>Two 8-hour shifts:</b></p> <ul style="list-style-type: none"> <li>➤ Shift 1: 0300-1100</li> <li>➤ Shift 2: 0800-1600</li> </ul>	<p>A route with three 8-hour shifts would generally have each shift run back to back as follows:</p> <p><b>Three 8-hour shifts:</b></p> <ul style="list-style-type: none"> <li>➤ Shift 1: 0800 – 1600</li> <li>➤ Shift 2: 1600 – 2400</li> <li>➤ Shift 3: 2400 – 0800</li> </ul>
<p>A route with two 10-hour shifts would generally have each shift overlap as follows:</p> <p><b>Two 10-hour shifts:</b></p> <ul style="list-style-type: none"> <li>➤ Shift 1: 1000-2000</li> <li>➤ Shift 2: 1600-0200</li> </ul>	<p>A route with three 10-hour shifts would generally have each shift overlap as follows:</p> <p><b>Three 10-hour shifts:</b></p> <ul style="list-style-type: none"> <li>➤ Shift 1: 0800 – 1800</li> <li>➤ Shift 2: 1600 – 0200</li> <li>➤ Shift 3: 2400 - 1000</li> </ul>
<p>A route with four 10-hour shifts would generally have each shift overlap as follows:</p> <p><b>Four 10-hour shifts:</b></p> <ul style="list-style-type: none"> <li>➤ Shift 1: 0800 – 1800</li> <li>➤ Shift 2: 1400 - 2400</li> <li>➤ Shift 3: 2000 – 0600</li> <li>➤ Shift 4: 0200 – 1200</li> </ul>	<p>A route with two 14-hour shifts would generally have each shift overlap as follows:</p> <p><b>Two 14-hour shifts:</b></p> <ul style="list-style-type: none"> <li>➤ Shift 1: 0500-1900</li> <li>➤ Shift 2: 1700-0700</li> </ul>

**Appendix B – Mission Support Base Route Details**

ROUTE ID	Route Quantity	Transport Capacity	Mission Type	# of Shift(s) & Duration	Days per Week	Location	Weekly Labor Operational Hours	Weekly Vehicle Operational Hours	# of TOs
DRT 01	1	High*	Transport	(b) (4)	(4)	Del Rio, TX	(b) (4)	(4)	
DRT 02	1	High	Transport			Del Rio, TX			
DRT 03	1	High*	Transport			Del Rio, TX			
DRT 04	1	Low	Transport			Del Rio, TX			
EPT 01 <sup>1</sup>	1	High*	Transport			El Paso, TX			
LRT 01 <sup>2</sup>	3	High*	Transport			Laredo, TX			
LRT 02 <sup>3</sup>	1	High*	Transport			Laredo, TX			
LRT 03	1	High*	Transport			Laredo, TX			
LRT 04	2	Low	Transport			Laredo, TX			
LRT 05 <sup>4</sup>	1	Low	Transport			Laredo, TX			
LRT 06	1	Low	Transport			Laredo, TX			

<sup>1</sup> EPT 01 – Supports ATEP transports from EPT → Lordsburg BP Station → to EPT (hot swap of drivers required) → ICE facility – (Sierra Blanca) → EPT

<sup>2</sup> LRT 01 – All three routes occur at the same time

<sup>3</sup> LRT 02 – One-shift Supports ATEP transports of detainees dropped off at the Laredo North BP Station at the conclusion of route LRT 06.

<sup>4</sup> LRT 05 – is accomplished with (b) (4) due to distances involved and transport of Unaccompanied Alien Children (UAC) which occurs on occasion, and facility guard is performed at Ports of Entry when transportation is not required.

**Appendix B – Mission Support Base Route Details**

ROUTE ID	Route Quantity	Transport Capacity	Mission Type	# of Shift(s) & Duration	Days per Week	Location	Weekly Labor Operational Hours	Weekly Vehicle Operational Hours	# of TOs
RGV 01	1	High*	Transport	(b) (4)	(4)	Harlingen, TX	(b) (4)	(4)	2
RGV 02	1	High*	Transport			Weslaco, TX (satellite location)			2
RGV 03	1	High	Transport			Harlingen, TX			2
RGV 04	2	Low	Transport			Harlingen, TX			1
RGV 05	1	Low	Transport			Harlingen, TX			1
RGV 06	1	Low	Transport			Kingsville, TX (satellite location)			1
RGV 07	1	Low	Transport			McAllen, TX (satellite location)			1
RGV 08	1	Low	Transport			Harlingen, TX			1
RGV 09	5	N/A	Facility			Harlingen, TX			1
SDC 01 <sup>5</sup>	1	High*	Transport			San Diego, CA			2
SDC 02 <sup>6</sup>	1	Low	Transport			San Diego, CA			1
SDC 03 <sup>7</sup>	1	Low	Transport			San Diego, CA			1

<sup>5</sup> SDC 01 – Supports ATEP transport from SDC → ELC → SDC

<sup>6</sup> SDC 02 – One shift supports local ATEP transports

<sup>7</sup> SDC 03 – Supports CBP Office of Field Operations at San Ysidro POE

**Appendix B – Mission Support Base Route Details**

ROUTE ID	Route Quantity	Transport Capacity	Mission Type	# of Shift(s) & Duration	Days per Week	Location	Weekly Labor Operational Hours	Weekly Vehicle Operational Hours	# of TOs
TCA 01 <sup>8</sup>	2	High*	Transport	(b) (4)	(4)	Tucson, AZ	(b) (4)	(4)	
TCA 02	2	Medium*	Transport			Tucson, AZ			
TCA 03	2	Medium*	Transport			Tucson, AZ			
TCA 04	2	High*	Transport			Tucson, AZ			
TCA 05	2	High*	Transport			Tucson, AZ			
TCA 06 <sup>9</sup>	6	High*	Transport			Tucson, AZ			
TCA 07	2	Low	Transport			Nogales, AZ (satellite location)			
TCA 08	5	N/A	Facility			Tucson, AZ			
TCA 09	2	Low	Transport			Tucson, AZ			
TCA 10	2	Low	Transport			Tucson, AZ			
TCA 11	1	Low	Transport			Tucson, AZ			

<sup>8</sup> TCA 01 –Bus #1 Supports ATEP transports from Florence County Jail to Wellton BP Station. A driver swap is required at Casa Grande BP Station with drivers of TCA 11, bus continues on to Wellton BP Station. Bus #2 supports ATEP transports from Florence County Jail to TCA. Bus #3 supports ATEP transports from TCA to Lordsburg BP Station meets the El Paso bus and returns to TCA.

<sup>9</sup> TCA 06 – all six routes may overlap



YUM 01 <sup>10</sup>	1	High*	Transport	(b) (4)	Yuma, AZ	(b) (4)
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## Appendix B – Mission Support Base Route Table Definitions:

**Route ID** – Unique route identifier for one or more like routes

**Route Quantity** – The number of separate routes with the same characteristics under a given Route ID

**Transport Capacity** – Low, Medium, or High Transport Capacity Missions (not necessarily vehicle size). The number of detainees is generally not known prior to the beginning of route commencement. However, based upon historical data, CBP is able to project the route’s required transport capacity.

**Mission Type** – There are three mission types:

1. Transport – Detainee transportation run with some facility guard duties performed by TOs
2. Medical – Detainee medical escort and guard performed by MEOs
3. Facility – Detainee facility guard duties performed by TOs

**# of Shift(s) & Duration** – The number of separate shifts and their duration

**Location** – The route’s primary base of operations where the contractor starts and ends their shift. Some routes noted as ‘satellite’ indicate a Border Patrol station or Port of Entry other than the main Sector Headquarters where transportation routes start and end. A contractor’s work shift would originate and terminate at this location.

**Weekly Labor Operational Hours** – estimated number of weekly labor hours required for a given route

**Weekly Vehicle Operational Hours** – estimated number of weekly vehicle hours required for a given route

**# Transportation Officers (TOs)** – Minimum number of transportation officers needed for that route (usually determined by transport capacity and/or nature of route)

<sup>10</sup> YUM 01 – Supports ATEP transport from YUM → Wellton BP Station, AZ → ELC (Drop off detainees and pick up San Diego ATEP detainees) → San Luis POE → YUM



**APPENDIX C – Operational Average Route Mileage for CBP Mission Support Base**

The following table lists all the possible route waypoints within each Border Patrol Sector along with the average mileage for a given route in that Sector. The waypoints listed below are dynamic and may not be all-inclusive; however they will all fall within the operating range of the route's starting location. One or all possible waypoints may be used on a given route. It is also possible, but less likely, that an alternate waypoint may be identified, but this will be done only if it can be accomplished within the existing shift period.

SECTOR	STARTING POINT	WAYPOINT'S <sup>1</sup>	ENDING POINT	Average Route Mileage
DRT	Del Rio Sector HQ	(b) (7)(E)	Del Rio Sector HQ	232
EPT	El Paso Sector HQ		El Paso Sector HQ	244
LRT	Laredo Sector HQ		Laredo Sector HQ	96
RGV	San Benito, TX		San Benito, TX	203

<sup>1</sup> Waypoints identify all known stop points for that Route ID. Operationally, the need to stop at a particular waypoint will be based on whether they have detainees that must be picked up or dropped off on that particular run. Mileage was calculated for each Route ID based on a single trip stopping once at each way point, except for one Route IDs identified as Ad Hoc. When a designated route is completed prior to the end of shift, the TO may be tasked to perform additional transport or non-transport functions to the end of the shift period.

SECTOR	STARTING POINT	WAYPOINT'S <sup>1</sup>	ENDING POINT	Average Route Mileage
SDC	San Ysidro POE, Brown Field BP Station	(b) (7)(E)	San Ysidro POE, Brown Field BP Station	112
TCA	Tucson Sector HQ		Tucson Sector HQ	212
YUM	Yuma Sector HQ		Yuma Sector HQ	269

**APPENDIX D – List of Acronyms**

ATEP	Alien Transfer and Exit Program
BBT	Big Bend Texas Border Patrol Sector (previously named Marfa Sector)
CBP	Customs and Border Protection
CDL	Commercial Drivers License
CFR	Code of Federal Regulations
CIS	Citizenship and Immigration Services
CO	Contracting Officer
CONOPS	Concept of Operations
COR	Contracting Officer's Representative (previously called Contracting Officer's Technical Representative)
DHS	Department of Homeland Security
DRT	Del Rio Border Patrol Sector
ELC	El Centro Border Patrol Sector
EPT	El Paso Border Patrol Sector
ESOH	Environmental, Safety and Occupational Health
FAR	Federal Acquisition Regulation
FY	Fiscal Year
GUI	Graphical User Interface
ICE	Immigration and Custom Enforcement
LRT	Laredo Border Patrol Sector
MAR	Marfa Border Patrol Sector (now known as Big Bend Texas Sector)
MEO	Medical Escort Officer
MTRT	Mobile Transport Response Team
NCIC	National Crime Information Center
OBP	Office of Border Patrol
ODS	On Duty Supervisor
OFO	Office of Field Operations
PMP	Program Management Plan
POE	Port of Entry
PWS	Performance Work Statement
QASP	Quality Assurance Surveillance Plan
RGV	Rio Grande Valley Border Patrol Sector
SDC	San Diego Border Patrol Sector
SOPs	Standard Operating Procedures
SWB	Southwest Border
TCA	Tucson Border Patrol Sector
TECS	Treasury Enforcement Communication System
TO	Transportation Officer
TOM	Task Order Manager
UAC	Unaccompanied Alien Child
U.S.	United States
WMD	Weapons of Mass Destruction
YUM	Yuma Border Patrol Sector

**Quality Assurance Surveillance Plan (QASP)**  
U.S. Customs and Border Protection  
Southwest Border  
Transportation, Medical Escort and Facility Guard Services

**1. Purpose**

This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to ensure that systematic quality assurance methods are used in the administration of this performance based service contract. The intent is to ensure that the contractor performs in accordance with the performance metrics and the Government receives the quality of services called for in the contract.

The contract requirement is for support services for Customs and Border Protection's (CBP) Office of Border Patrol and the Office of Field Operations. The Office of Border Patrol is responsible for providing contract oversight.

CBP will utilize Full and Open competition for a resulting performance-based indefinite delivery indefinite quantity (IDIQ) hybrid contract for one Base Year and four one-year Option Years. The contractor's performance will be monitored by the Contracting Officer's Representative (COR).

A properly executed QASP will assist the Government in achieving the objectives of this procurement.

**2. Authority**

Authority for issuance of this QASP is provided under Contract Section E – Inspection and Acceptance, which provides for inspections and acceptance of the services and documentation called for in contracts, to be executed by the Contracting Officer or a duly authorized representative.

**3. Scope**

To fully understand the roles and responsibilities of the parties, it is important to first define the distinction in terminology between Quality Control Plan and the QASP. The contractor, and not the Government, is responsible for management and quality control actions necessary to meet the quality standards set forth by the contract.

The QASP on the other hand, is put in place to provide Government surveillance oversight of the contractor's efforts to assure that they are timely, effective and are delivering the results specified in the contract.

**4. Government Resources**

The following definitions for Government resources are applicable to this plan:

**Contracting Officer** - A person duly appointed with the authority to enter into contracts and make related determination and findings on behalf of the Government. The CO for this contract

is Kerri Bishop, or any CBP Contracting Officer with a written warrant, which sets forth limitations of authority.

**Contracting Officer's Representative (COR)** - An individual appointed in writing by the CO to act as their authorized representative to assist in the technical administration of the contract. The COR will be appointed in the resulting contract award. The limitations of authority are contained in a written letter of appointment.

**Task Order Manager/Monitor (TOM)** - An individual designated by the Patrol Agent in Charge in each Southwest Border Sector to work with the COR and assist in the day-to-day technical execution and administration of the contract. The TOM may be supported by one or more designated On-Duty Supervisors (ODS) to provide coverage for each work shift.

## 5. Responsibilities

The following Government resources shall have responsibility for the implementation of this QASP:

**Contracting Officer** – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the contractor receives impartial, fair and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the contractor's performance.

**Contracting Officer's Representative (COR)** – The COR is responsible for technical administration of the contract and assures proper Government surveillance of the contractor's performance. The COR is not empowered to make any contractual commitments or to authorize any changes on the Government's behalf. Any changes that the contractor deems may affect contract price, terms, or conditions shall be referred to the Contracting Officer for action.

**Task Order Manager/Monitor (TOM)** – The TOM is responsible for day to day technical execution and administration of the contract. The TOM provides direct Government surveillance of the contractor's performance and provides regular input to the COR for quality assurance reporting. The TOM or their designated ODS' are not empowered to make any contractual commitments or to authorize any changes on the Government's behalf. Any changes that the contractor deems may affect contract price, terms, or conditions shall be referred to the Contracting Officer for action.

## 6. Methods of QA Surveillance

- a. **Contractor Performance Assessment** – The marketplace for these transportation services is very competitive. As such, the successful offeror has a vested interest in the Government-generated contractor performance assessment ratings under this contract. Additionally, the ratings will be the determinant in exercising an option. For this procurement the Government will address the quality of service, schedule, cost control, business relations, management, and other important areas. As this information may affect future source selections throughout CBP, and the continuation of the contract, the

annual Government assessment will be used appropriately as an additional performance oversight and communication tool with the QASP.

- b. **QASP** - The below listed methods of surveillance will be used by the COR in the technical administration of this QASP. In addition to the below instructions, the form to be used for documentation of quality assurance surveillance is the Surveillance Activity Checklist, Enclosure (5).

## **7. Surveillance**

Enclosures (1), (2), (3) and (4) set forth the performance standards, incentives, definitions and surveillance methods for the contractor and COR while enclosure (5) provides the checklist and means for the COR to document the results of the surveillance. Enclosure (5) will be provided to the Contracting Officer on a monthly basis for inclusion into contract file.

## **8. Documentation**

In addition to providing monthly reports to the Contracting Officer, the COR will maintain a complete Quality Assurance file. The file will contain copies of all reports, evaluations, recommendations, and any actions related to the Government's performance of the quality assurance function, including the originals of the Quality Assurance Checklists. All such records will be maintained for the life of the contract. The COR shall forward these records to the Contracting Officer at termination or completion of the contract.

## **9. Enclosures**

- Enclosure (1) - Performance Standards – Tasks/Technical Requirements
- Enclosure (2) - Performance Standards - Data
- Enclosure (3) - Incentives
- Enclosure (4) - Definitions for Evaluation Areas and Ratings
- Enclosure (5) - Surveillance Activity Checklist



Enclosure (1)

**Performance Standards – Tasks/Technical Requirements**

<b>Description</b>	<b>Standard</b>	<b>Acceptable Quality Level (AQL)</b>	<b>Surveillance Method/Measure</b>	<b>Incentives / Disincentives</b>
<b>Operational Responsiveness</b>	100% of routes identified in the Monthly Transportation Plans approved by the government were completed as planned.	At a minimum, 95% of all routes identified in the Government approved Monthly Transportation Plans begin on time and are completed.	Contractor Self Reporting <sup>1</sup> and Government Evaluation <sup>4</sup>	See enclosure 3.
<b>Route Change Implementation</b>	100% of route changes to the government approved Monthly Transportation Plan requested by the government were implemented.	At a minimum, 90% of Government requested route changes to the Government approved Monthly Transportation Plan are implemented and begin on time.	Contractor Self Reporting <sup>1</sup> and Government Evaluation <sup>4</sup>	See enclosure 3.
<b>Personnel Qualification Compliance</b>	All personnel are properly licensed and certified for their assignments in accordance with federal, state, and local jurisdiction requirements.	100% of all personnel are licensed and certified for their assignments.	Contractor Self Reporting <sup>1</sup> Government Periodic Sampling <sup>2</sup>	See enclosure 3.
<b>Policies and Procedures Compliance</b>	All management policies and procedures are complied with.	100% of all management policies and procedures are complied with. No detainee escapes, repatriation of pre-processed detainees, etc. occur due to not following policies and procedures.	Government Periodic Sampling <sup>2</sup>	See enclosure 3.
<b>Safety Record</b>	The contractor has written policies and procedures to prevent vehicle mishaps, personnel injuries, detainee escapes, repatriation of pre-processed detainees, etc.	No vehicle mishaps, personnel injuries and detainee escapes, repatriation of pre-processed detainees, etc. occur due to not following policies and procedures. The Contractor shall maintain throughout the life of the contract a 'Satisfactory' Motor Carrier Safety Rating issued by the Federal Motor Carrier Safety Administration.	Contractor Self Reporting <sup>1</sup> w/Government Evaluation <sup>4</sup>	See enclosure 3.
<b>Professionalism</b>	Transportation Officers and Medical Escort Officers shall wear a uniform in accordance with the contractors established guidelines and procedures that present a professional image; clean, neat and functional. All contractors are expected to maintain a professional bearing while performing their duties.	All Transportation Officers and Medical Escort Officers are in proper uniform at all times while on duty. No observed incidents of unprofessional contractor behavior at any time while they are on duty.	Contractor Self Reporting <sup>1</sup> w/Government Evaluation <sup>4</sup>	See enclosure 3.

Description	Standard	Acceptable Quality Level (AQL)	Surveillance Method/Measure	Incentives / Disincentives
<b>Fuel Savings Plan</b>	The contractor shall implement fuel savings initiatives documented in the Fuel Savings Plan.	Fuel Savings Plan is developed and implemented.	Contractor Self Reporting <sup>1</sup> w/Government Evaluation <sup>4</sup>	See enclosure 3.
<b>Metrics Reporting System</b>	Mission data is accurate, complete and updated on a weekly basis.	Data available through the Metrics Reporting System shall be certified as valid by the Contractor, stored in a secure environment, and easily exportable into a Microsoft Excel format for comprehensive analysis by CBP staff.	Government Trend Analysis <sup>3</sup> w/Government Evaluation <sup>4</sup>	See enclosure 3.
<b>Vehicle Operating Condition, Security and Cleanliness (Exterior and Interior)</b>	Vehicles shall be maintained in good repair to ensure safety, security and serviceability.	Inspections that reveal deficiencies in vehicle cleanliness, safety, security, or appearance require that the vehicle shall not be used until the deficiencies are resolved. Daily inspection records must be available for the government to audit upon request.	Contractor Self Reporting <sup>1</sup> w/Government Evaluation <sup>4</sup>	See enclosure 3.

1. Contractor Self Reporting will be accomplished by the contractor submission of reports to the local government TOM, COR, and PMO.
2. Government Periodic Sampling will be accomplished by local government TOM.
3. Government Trend Analysis will be accomplished by the COR and PMO.
4. Government Evaluation will be accomplished by the local government TOM, COR, or PMO. Evaluations may consist of random inspections of contractor vehicles, maintenance facilities, personnel, and management processes.

Enclosure (2)

**Performance Standards - Data**

<b>Description</b>	<b>Standard</b>	<b>AQL</b>	<b>Surveillance Method/Measure</b>	<b>Incentives</b>
<b>Program Management Plan</b>	Submission is in accordance with all contract documentation.	95% of required deliverable provided on time, is accurate as written, and does not require major rewrite.	Government Evaluation <sup>4</sup>	See enclosure 3.
<b>Logistics Support Plan</b>	Submission is in accordance with all contract documentation.	95% of required deliverable provided on time, is accurate as written, and does not require major rewrite.	Government Evaluation <sup>4</sup>	See enclosure 3.
<b>Standard Operating Procedures</b>	Submission is in accordance with all contract documentation.	95% of required deliverable provided on time, is accurate as written, and does not require major rewrite.	Government Evaluation <sup>4</sup>	See enclosure 3.
<b>Sector Transportation Plans</b>	Submission is in accordance with all contract documentation.	Monthly plan updates are complete and provided on time.	Government Evaluation <sup>4</sup>	See enclosure 3.
<b>Weekly Status Report</b>	Submission is in accordance with all contract documentation.	Reports are complete and timely.	Government Evaluation <sup>4</sup>	See enclosure 3.
<b>Fuel Savings Report</b>	Submission is in accordance with all contract documentation.	Updates are provided on time and demonstrate continual efforts to seek ways to save on fuel costs.	Contractor Self Reporting <sup>1</sup> w/Government Evaluation <sup>4</sup>	See enclosure 3.
<b>Risk Mitigation Plan</b>	Submission is in accordance with all contract documentation.	Risk Mitigation Plans are complete, effective, and timely. Risk status is reported on a weekly basis until the risk is mitigated and closed.	Contractor Self Reporting <sup>1</sup> w/Government Evaluation <sup>4</sup>	See enclosure 3.
<b>Notification Reports</b>	Submission is in accordance with all contract documentation.	Initial reportable notifications must be immediate (verbal/e-mail) and followed by a written detailed report within 24 hours.	Contractor Self Reporting <sup>1</sup> w/Government Evaluation <sup>4</sup>	See enclosure 3.

1. Contractor Self Reporting will be accomplished by the contractor submission of reports to the local government TOM, COR, and PMO.
2. Government Periodic Sampling will be accomplished by local government TOM.
3. Government Trend Analysis will be accomplished by the COR and PMO.
4. Government Evaluation will be accomplished by the local government TOM, COR, or PMO. Evaluations may consist of random inspections of contractor vehicles, maintenance facilities, personnel, and management processes.

Enclosure (3)

**Incentives**

The following incentives shall apply to performance under this order.

Assessment Period	Acceptable Performance Definition	How Measured	Incentives
<b>Base:</b>	All measurement areas rated "Satisfactory" or above. See Enclosure (4).	Midpoint of the assessment period (6 month) evaluation using the surveillance checklists covering the previous 6 months.	(+) Meet the acceptable performance definition as a condition for exercise of Option 1.* (-) Does not meet the acceptable performance definition as a condition for exercise of an Option 1.*
<b>Option 1:</b>	All measurement areas rated "Satisfactory" or above. See Enclosure (4).	Midpoint of the assessment period (18 month) evaluation using the surveillance checklists covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of an Option. 2.* (-) Does not meet the acceptable performance definition and receives a negative CPARS assessment.
<b>Option 2:</b>	All measurement areas rated at least "Satisfactory" or above. Two or more measurements rated either "Very Good" or "Exceptional". See Enclosure (4).	Midpoint of the assessment period (30 month) evaluation using the surveillance checklists covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of Option 3.* (-) Does not meet the acceptable performance and receives a negative CPARS assessment.
<b>Option 3:</b>	All measurement areas rated at least "Satisfactory" or above. Two or more measurements rated either "Very Good" or "Exceptional". See Enclosure (4).	Midpoint of the assessment period (42 month) evaluation using the surveillance checklists covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of Option 4.* (-) Does not meet the acceptable performance definition and receives a negative CPARS assessment.
<b>Option 4:</b>	All measurement areas rated at least "Satisfactory" or above. Two or more measurements rated either "Very Good" or "Exceptional". See Enclosure (4).	End of the assessment period (60 month) evaluation using the surveillance checklists covering the previous 12 months.	(+) Meet the acceptable performance definition and receive a positive CPARS assessment. (-) Does not meet the acceptable performance definition and receives a negative CPARS assessment.

\* The Government reserves the right to not exercise options unless all regulatory requirements are met and the contractor meets the acceptable performance definition.

Enclosure (4)

### Definitions for Evaluation Areas and Ratings

All PWS tasks, including PWS sub-tasks, will be assessed focusing on the following:

Technical (Quality of Service). This element is comprised of an overall rating and six sub-elements. Activity critical to successfully complying with contract requirements must be assessed within one or more of these sub-elements. The overall rating at the element level is the Assessing Official's integrated evaluation as to what most accurately depicts the contractor's technical performance or progress toward meeting requirements. This assessment is not a roll-up of the sub-element assessments.

- Service Performance. Assess the achieved service performance relative to performance parameters required by the contract to include operational responsiveness, operational flexibility, operational efficiency, and professionalism, safety, and security. Assess the contractor's ability to accomplish the required operational hours allocated in the monthly transportation plan with the proper mix of contractor support (male and female). Also measure the contractor's ability to provide alternative transport routes to ensure efficiency.
- Systems Engineering. Assess the contractor's effort to transform operational needs and requirements into an integrated system design solution. Areas of focus should be: the planning and control of technical program tasks, the quality and adequacy of integration support provided throughout all phases of contract execution, management of interfaces, interoperability, and the management of a totally integrated effort meet cost, technical performance, and schedule objectives. For example, the contractor's ability to effectively integrate various supportability considerations (maintenance personnel/skills availability or work-hour constraints, operating and cost constraints, allowable downtime, turn-around-time to service/maintain the system, standardization requirements). Although some of these activities will be specifically addressed in other elements/sub-elements (such as service assurance), the focus of the assessment of systems engineering is on the integration of those specific disciplines/activities.
- Software Engineering. Assess the contractor's success in meeting contract requirements for the metrics reporting system. For example the contractor's ability to provide accurate data that supports mission transports, i.e., trip load factors (male/female/juvenile), route analysis, vehicle mileage, staff/shift/vehicle utilization.
- Logistic Support/Sustainment. Assess the success of the contractor's performance in accomplishing logistics planning. For example, the contractor's ability to successfully support transportation vehicles to provide the contractor's stated operational availability goals. Assess the contractor's ability to accomplish the required operational hours allocated in the monthly transportation plan. Ability to adhere to short-notice route changes, provide adequate vehicle types for various transport missions. Measure the contractor's ability to provide efficient and effective solutions to the monthly transportation plans through route analysis, shift, staff, and vehicle utilization.
- Quality Assurance. Assess how successfully the contractor meets program quality objectives; e.g., reliability, maintainability, system safety, and other technical compliance requirements.

- Other Technical Performance. Assess all the other technical activity critical to successful contract performance is not captured in another sub-element.

Schedule. Assess the timeliness of the contractor against the completion of the contract, task orders, milestones, delivery schedules, administrative requirements, etc. Assess the contractor's adherence to the required delivery schedule by assessing the contractor's efforts during the assessment period that contribute to or affect the schedule variance. Also, address significance of scheduled events (e.g., design reviews), discuss causes, and assess the effectiveness of contractor corrective actions.

Cost Control. (Applicable only to non-fixed price CLINs). Assess the contractor's effectiveness in forecasting, managing, and controlling contract cost. Is the contractor experiencing cost growth or underrun, discuss the causes and contractor-proposed solutions for the cost overruns. For contracts where task or contract sizing is based upon contractor-provided person hour estimates, the relationship of these estimates to ultimate task cost should be assessed. In addition, the extent to which the contractor demonstrates a sense of cost responsibility, through the efficient use of resources, in each work effort should be assessed.

Management. This element is comprised of an overall rating and three sub-elements. Activity critical to successfully executing the contract must be assessed within one or more of the sub-elements. This overall rating at the element level is the AO's integrated assessment as to what most accurately depicts the contractor's performance in managing the contracted effort. It is not a roll-up of the sub-element assessments.

- Management Responsiveness. Assess the timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals (especially responses to change orders, engineering change proposals, or other undefinitized contract actions), the contractor's history of reasonable and cooperative behavior, effective business relations, and customer satisfaction. Consider the contractor's responsiveness to the program as it relates to meeting contract requirements during the period covered by the report.
- Subcontract Management. Assess the contractor's success with timely award and management of subcontracts.
  - Assess the prime contractor's effort devoted to managing subcontracts and whether subcontractors were an integral part of the contractor's team.
  - Consider efforts taken to ensure early identification of subcontract problems and the timely application of corporate resources to preclude subcontract problems from impacting overall prime contractor performance.
- Program Management and Other Management. Assess the extent to which the contractor discharges its responsibility for integration and coordination of all activity needed to execute the contract; identifies and applies resources required to meet schedule requirements; assigns responsibility for tasks/actions required by contract; communicates appropriate information to affected program elements in a timely manner. Assess the contractor's risk management practices, especially the ability to identify risks and formulate and implement risk mitigation plans. If applicable, identify any other areas that are unique to the contract, or that cannot be captured elsewhere under the Management element. Integration and coordination of activities should reflect those required by the Program Management Plan. Also consider the adequacy of the contractor's mechanisms for tracking contract compliance, recording changes to

planning documentation and management of cost and schedule control system, and internal controls, as well as the contractor's performance relative to management of data collection, recording, and distribution as required by the contract.

The evaluation ratings are as follows:

Exceptional – Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the task and sub-task being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good - Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the task and sub-task being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory - Performance meets contractual requirements. The contractual performance of the task and sub-task contain some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal - Performance does not meet some contractual requirements. The contractual performance of the task and sub-task being assessed reflect a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory – Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the task or sub-task contains a serious problem(s) for which the contractor's actions appear or were ineffective.

Enclosure (5)

**Surveillance Activity Checklist****Monthly Surveillance:**

The COR will perform a monthly assessment of Quality of Service, Schedule, Cost Control, and Management utilizing the contractor performance evaluation rating definitions listed in enclosure (4).

Description	Surveillance Method/Measure	Date Planned	Date Completed	Quality of Service						Schedule	Cost Control	Management		
				Service Performance	Systems Engineering	Software Engineering	Logistics Support & Sustainment	Quality Assurance	Other Technical Performance			Management Responsiveness	Subcontract Management	Program & Other Management
Operational Responsiveness	Contractor Self Reporting <sup>1</sup> w/Government Evaluation <sup>4</sup>													
Route Change Implementation	Contractor Self Reporting <sup>1</sup> w/Government Evaluation <sup>4</sup>													
Personnel Qualification Compliance	Government Periodic Sampling <sup>2</sup>													
Policies and Procedures Compliance	Government Periodic Sampling <sup>2</sup>													
Safety Record	Contractor Self Reporting <sup>1</sup> w/Government Evaluation <sup>4</sup>													



Description	Surveillance Method/Measure	Date Planned	Date Completed	Quality of Service						Schedule	Cost Control	Management		
				Service Performance	Systems Engineering	Software Engineering	Logistics Support & Sustainment	Quality Assurance	Other Technical Performance			Management Responsiveness	Subcontract Management	Program & Other Management
Professionalism	Contractor Self Reporting <sup>1</sup> w/Government Evaluation <sup>4</sup>													
Fuel Savings Plan	Contractor Self Reporting <sup>1</sup> w/Government Evaluation <sup>4</sup>													
Metrics Reporting System	Government Trend Analysis <sup>3</sup> w/Government Evaluation <sup>4</sup>													
Vehicle Operating Condition and Cleanliness (Exterior and Interior)	Contractor Self Reporting <sup>1</sup> w/Government Evaluation <sup>4</sup>													
Program Management Plan	Government Evaluation <sup>4</sup>													
Logistics Support Plan	Government Evaluation <sup>4</sup>													
Standard Operating Procedures	Government Evaluation <sup>4</sup>													
Monthly Sector Transportation Plans	Government Evaluation <sup>4</sup>													

Description	Surveillance Method/Measure	Date Planned	Date Completed	Quality of Service						Schedule	Cost Control	Management		
				Service Performance	Systems Engineering	Software Engineering	Logistics Support & Sustainment	Quality Assurance	Other Technical Performance			Management Responsiveness	Subcontract Management	Program & Other Management
Fuel Savings Plan	Government Evaluation <sup>4</sup>													
Weekly Status Reports	Contractor Self Reporting <sup>1</sup> w/Government Evaluation <sup>4</sup>													
Risk Mitigation Plan	Contractor Self Reporting <sup>1</sup> w/Government Evaluation <sup>4</sup>													
Notification Reports	Contractor Self Reporting <sup>1</sup> w/Government Evaluation <sup>4</sup>													

1. Contractor Self Reporting will be accomplished by the contractor submission of reports to the local government TOM, COR, and PMO.
2. Government Periodic Sampling will be accomplished by local government TOM.
3. Government Trend Analysis will be accomplished by the COR and PMO.
4. Government Evaluation will be accomplished by the local government TOM, COR, or PMO. Evaluations may consist of random inspections of contractor vehicles, maintenance facilities, personnel, and management processes.

## Monthly Summary of Ratings:

**Service Performance**

Number of Exceptional \_\_\_\_\_  
 Number of Very Good \_\_\_\_\_  
 Number of Satisfactory \_\_\_\_\_  
 Number of Marginal \_\_\_\_\_  
 Number of Unsatisfactory \_\_\_\_\_

**Systems Engineering**

Number of Exceptional \_\_\_\_\_  
 Number of Very Good \_\_\_\_\_  
 Number of Satisfactory \_\_\_\_\_  
 Number of Marginal \_\_\_\_\_  
 Number of Unsatisfactory \_\_\_\_\_

**Software Engineering**

Number of Exceptional \_\_\_\_\_  
 Number of Very Good \_\_\_\_\_  
 Number of Satisfactory \_\_\_\_\_  
 Number of Marginal \_\_\_\_\_  
 Number of Unsatisfactory \_\_\_\_\_

**Logistics Support & Sustainment**

Number of Exceptional \_\_\_\_\_  
 Number of Very Good \_\_\_\_\_  
 Number of Satisfactory \_\_\_\_\_  
 Number of Marginal \_\_\_\_\_  
 Number of Unsatisfactory \_\_\_\_\_

**Quality Assurance**

Number of Exceptional \_\_\_\_\_  
 Number of Very Good \_\_\_\_\_  
 Number of Satisfactory \_\_\_\_\_  
 Number of Marginal \_\_\_\_\_  
 Number of Unsatisfactory \_\_\_\_\_

**Other Technical Performance**

Number of Exceptional \_\_\_\_\_  
 Number of Very Good \_\_\_\_\_  
 Number of Satisfactory \_\_\_\_\_  
 Number of Marginal \_\_\_\_\_  
 Number of Unsatisfactory \_\_\_\_\_

**Schedule**

Number of Exceptional \_\_\_\_\_  
 Number of Very Good \_\_\_\_\_  
 Number of Satisfactory \_\_\_\_\_  
 Number of Marginal \_\_\_\_\_  
 Number of Unsatisfactory \_\_\_\_\_

**Cost Control**

Number of Exceptional \_\_\_\_\_  
 Number of Very Good \_\_\_\_\_  
 Number of Satisfactory \_\_\_\_\_  
 Number of Marginal \_\_\_\_\_  
 Number of Unsatisfactory \_\_\_\_\_

**Management Responsiveness**

Number of Exceptional \_\_\_\_\_  
 Number of Very Good \_\_\_\_\_  
 Number of Satisfactory \_\_\_\_\_  
 Number of Marginal \_\_\_\_\_  
 Number of Unsatisfactory \_\_\_\_\_

**Subcontract Management**

Number of Exceptional \_\_\_\_\_  
 Number of Very Good \_\_\_\_\_  
 Number of Satisfactory \_\_\_\_\_  
 Number of Marginal \_\_\_\_\_  
 Number of Unsatisfactory \_\_\_\_\_

**Program and Other Management**

Number of Exceptional \_\_\_\_\_  
 Number of Very Good \_\_\_\_\_  
 Number of Satisfactory \_\_\_\_\_  
 Number of Marginal \_\_\_\_\_  
 Number of Unsatisfactory \_\_\_\_\_

**Annual Surveillance:**

The COR will perform an annual assessment of overall contract performance utilizing the contractor performance evaluation rating definitions listed in enclosure (4) and the monthly summary of ratings.

Description	Surveillance Method/Measure	Date Planned	Date Completed	Summary Rating/Results
Quality of Service	Review of Monthly Ratings.	TBD		
Service Performance	Review of Monthly Ratings.	TBD		
Systems Engineering	Review of Monthly Ratings.	TBD		
Software Engineering	Review of Monthly Ratings.	TBD		
Logistics Support and Sustainment	Review of Monthly Ratings.	TBD		
Quality Assurance	Review of Monthly Ratings.	TBD		
Other Technical Performance	Review of Monthly Ratings.	TBD		
Schedule	Review of Monthly Ratings.	TBD		
Cost Control	Review of Monthly Ratings	TBD		
Management	Review of Monthly Ratings	TBD		
Management Responsiveness	Review of Monthly Ratings.	TBD		
Subcontractor Management	Review of Monthly Ratings	TBD		
Program and Other Management	Review of Monthly Ratings	TBD		



Requirement	Submission	Quality of Service						Schedule	Cost Control	Management		
		Service Performance	Engineering Systems	Software Engineering	Support & Sustainment	Logistics Support & Assurance	Quality Assurance			Responsiveness	Management	Subcontract Management
Performance Standards – Tasks/Technical Requirements												
Fuel Savings Plan	Once	X							X			X
Metrics Reporting System	Once	X		X								X
Operational Responsiveness	Monthly	X						X				X
Route Change Implementation	Monthly	X								X		X
Personnel Qualification Compliance	Monthly	X					X					X
Policies and Procedures Compliance	Monthly	X					X					X
Safety Record	Monthly	X					X					X
Professionalism	Monthly	X					X					X
Vehicle Operating Condition, Security and Cleanliness	Pre/Post	X				X	X					X
Performance Standards - Data												
Program Management Plan	Once	X	X				X	X			X	X
Logistics Support Plan	Once	X				X	X	X				X
Standard Operating Procedures	Once	X					X	X				X
Fuel Saving Report	Quarterly	X	X				X	X	X	X		
Sector Transportation Plans	Monthly	X	X				X	X		X		
Weekly Status Reports	Weekly	X					X	X		X		
Risk Mitigation Plans & Status Reports	As Required	X					X	X		X		
Notification Reports	As Required	X					X	X		X		
Investigation Reports	w/in 24 Hours	X					X	X		X		
Vehicle Accident Reports	w/in 24 Hours	X					X	X		X		
Detainee Escapes or Attempts to Escape	w/in 24 Hours	X					X	X		X		
Mission Impacting Mechanical Vehicle Problems	w/in 24 Hours	X					X	X		X		
Use of Force	w/in 24 Hours	X					X	X		X		
Terrorism	w/in 24 Hours	X					X	X		X		
Other Reportable Incidents	w/in 24 Hours	X					X	X		X		
Other PWS Requirements												
Environmental, Safety and Occupational Health Plan	Once	X					X					X
Vehicle's Interior Security Specifications	Once	X	X			X	X					X
Security Document Delivery System	Once	X	X			X	X					X
Program Management (Key Personnel)	Compliance	X										X
Sector Management (Key Personnel)	Compliance	X										X
Use of One vs. Two Transportation Officers	Compliance	X					X					X
Release of Detainees at a Port of Entry	Compliance	X					X					X
Use of privately owned vehicles	Compliance	X					X					X
Being armed while in the secured portion of the vehicle	Compliance	X					X					X
Medical Escort/Guard Security objectives	Compliance	X					X					X
Communications Systems	Compliance	X					X					X
Immediate Medical Attention	Compliance	X					X					X
Language Skills	Compliance	X					X					X
Citizenship and Residency for Employees	Compliance	X					X					X

Mission Support - Surge/Mobile Transport Response Team	As Required	X	X		X	X	X	X	X		X
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